STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES SOFTWARE
MASTER MAINTENANCE AGREEMENT
FISCAL YEARS 2012 and 2013

THIS CONTRACT is between the State of Ohio, Department of Administrative Services ("DAS"), General Services Division, Office of State Purchasing, located 4200 Surface Road, Columbus, Ohio, 43228 ("Customer"), and Colyar Consulting Group. ("Contractor"), located at 222420 North 18th Drive. Phoenix, Arizona 85027.

DEFINITIONS

The following terms will have the meanings described below whenever they are used in this Contract:

A. "Software" is software listed on Attachment A and the Equipment's operating system, word processing software, utilities, drivers, communication software and other manufacturer software options that are integrated with Contractor's systems. "Software" does not include compilers, development software or applications unless listed on Attachment A.

B. An "Error" is a malfunction in the Software, excluding all external factors, that prevents the Software from conforming to applicable manufacturer's specifications.

C. An "Update" is a software release that manufacturer has made generally to all customers and that replaces or modifies a prior software release to correct errors or omissions.

D. An "Upgrade" is a software release that the manufacturer has made generally available to all customers that include enhancements, options or new features that improve the Software's performance.

E. "Equipment" means the hardware and items other than Software listed on Attachment A.

F. The term of this Contract is from **July 1, 2011** ("Commencement Date") to **June 30, 2013** ("Expiration Date").

1. **MAINTENANCE SERVICE RESPONSIBILITIES OF CONTRACTOR**

For charges stated on any attached schedule (the "Charges"), Contractor will furnish the following service (the "Maintenance") under the terms and conditions of this Contract.

A. Contractor will provide maintenance services to those sites designated by Customer in the attachments during the term of this Contract.

B. Telephone Support. Contractor will provide reasonable technical telephone consultation concerning the use of any updates, enhancements and corrections to all sites.

C. Upon request, the Contractor will supply Customer with requested documentation such as, but not limited to, recognized auditing standards, disaster recovery protocol, backup protocol and system maintenance schedules.

D. It is recommended that all applications provided by the Contractor for use by the Customer are hosted in a SAS-70 certified facility maintaining up-to-date certification.

E. New Releases. From time to time Contractor may modify or enhance the Software by a new release of the Software. In such case, Contractor shall provide the Customer one copy of every new release of the Software listed in the attached schedules, including all modifications, enhancements and documentation.

F. Contractor will correct errors or replace the Software in a reasonably expeditious manner after notification that a Software correction is required. Failure to comply with this requirement will result in deduction from the maintenance rate for each day the Software in inoperative, computed from the initial downtime notification. The deduction for an inoperative period consisting of a partial day will be prorated.

G. Contractor will provide Maintenance for the then-current release and the immediately preceding release of the Software. Contractor will provide maintenance support for the immediately proceeding release for at least six months after a new version is released. After this period Contractor may cancel the Maintenance Services for the immediately preceding release of the Software on sixty (60) days written notice.

2. SERVICE AVAILABILITY PERIOD

A. The "Call Window" specified on any attached schedule is the time and days during which the Customer may notify Contractor that the Software is inoperative and during which Contractor will perform the on-site maintenance, excluding Customer holidays.

B. All software on a schedule will have the same Call Window.

C. Repairs and replacements necessitated by any of the items excluded from coverage hereunder will be undertaken by Contractor only on Customer's written approval of estimated additional charges, Customer's Contract to pay the actual charges, and Customer's issuance of a purchase order.

D. Annual maintenance will continue to be available for a minimum of seven years after the effective date of this Contract under the same terms and conditions. The State will have the right to participate in the Licensor's annual maintenance program by giving the Licensor annual notice of its intent to do so or by paying the annual fee for the maintenance on or before the due date for the annual payment, but in no event more than sixty (60) days after the due date for the annual payment, but in no event more than sixty (60) days after the due date unless the State pays interest on the late payment in accord with the applicable provisions of the Ohio Revised Code. If the State fails to pay the annual maintenance fee or materially breaches this Contract, then, unless otherwise agreed, the State may not continue to participate in the maintenance program. The Licensor will bill the State annually for maintenance, 60 days in advance of the due date for the maintenance fees, at the Licensor's then-current rates for maintenance.

E. The annual maintenance fee will not increase from year to year by more than ten percent over the prior year's annual maintenance fee. Any increase to the annual maintenance fee must be accompanied by an itemized justification for the increase.

3. RESPONSIBILITIES OF CUSTOMER

A. Customer will provide Contractor's personnel reasonable access to the Software at mutually agreed upon times to perform maintenance services (including preventive maintenance). Customer will also provide adequate working space and facilities, including heat, light, ventilation, electric current and outlets and the like for use by Contractor personnel. All such facilities will be within a reasonable distance from the Equipment to be serviced and will be provided at no charge to Contractor.

B. Customer will not perform, attempt to perform, nor cause to be performed, maintenance or repair to the Software during the term of this Contract except simple daily or weekly preventive maintenance on the Software as allowed or reasonably required by Contractor. Customer, at Contractor's request, will maintain the service reports issued by Contractor. Customer, at its own expense, will establish and maintain an environment consistent with the specifications furnished by Contractor for the Software.

4. PAYMENT DUE DATE

A. Contractor will invoice Customer twice a year (or each quarter or each month as required by the Customer) during the term hereof for the unit amount for the Software specified on Attachment A. If the Commencement Date does not fall on the first day of the month, the amount of the first payment will be prorated based on the number of service days remaining in that month.

B. Payments under this Contract will be due on the 30th calendar day after the later of:

1. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
2. The date the Service is delivered and accepted.

C. The date of the warrant is issued in payment will be considered the date payment is made.

5. **CONTRACTOR QUARTERLY SALES REPORT**

The Contractor must report the quarterly dollar value (in US currency rounded to the nearest wholedollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, https://cm.ohio.gov. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

6. **CONTRACTOR REVENUE SHARE**

The Contractor must pay the State a revenue share of the sales transacted under this Contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals .0075 of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering activities.

The Contractor must remit any monies due as the result of the close - out report at the time the close - out report is submitted to DAS.

The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Schedule Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

Please make check payable to: Treasurer, State of Ohio.

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off of payments or employ the remedies available under Ohio law for the non-payment of the revenue share

If the Contractor fails to pay the revenue share in a timely manner the State may terminate or cancel this Contract.

7. **GENERAL WARRANTIES**

The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any defects; (2) unless otherwise provided in Attachment A, be the work of solely of the Contractor; and (3) no Software will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict that the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the Customer regarding conduct on any premises under the Customer's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the Customer; (5) the Contractor has the right and ability to grant the license granted in any Software in which title does not pass to the Customer; (6) the Contractor further warrants that the Software is merchantable and fit for its intended use.

The warranty regarding professionalism and material defects is a one-year warranty. All other warranties will be continuing warranties. If any portion of the Software or Hardware fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Software or Hardware. The Contractor will also indemnify the Customer for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the Customer has modified or misused the Software and the claim is based on the modification or misuse.

8. **SOFTWARE WARRANTY**

On delivery and for twelve (12) months after the date of acceptance of any Software, the Contractor warrants as to all Software developed under this Contract that: (a) the Software will operate on the computer(s) for which the Software is intended in the manner described in the relevant Software documentation, the Contractor's proposal, and Attachment A; (b) the Software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete Software documentation, commentary, ~~and source code~~; and (d) the source code language used to code the Software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the Software and all maintenance will be provided in a professional, timely, and efficient manner.

9. **SOFTWARE MAINTENANCE**

During the warranty period, the Contractor will correct any material programming errors that are attributable to the Contractor within a reasonably period of time, provided that the Customer notifies the Contractor, either orally or in writing, of a problem with the Software and provides sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users of administrators to employ work-around to fully use the Software, Contractor will respond to the request for resolution within four (4) business hours and begin working on a proper solution within one (1) business day, dedicating the resources of one (1) qualified programmer full-time to fixing of the problem. In the case of any defects with more significantly slow processing of data, the Contractor will respond within two (2) business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem. If the Contractor fails to meet these agreed upon response and resolution times then the Contractor will provide to the Customer written justification detailing the reason/s for the failure to adhere to the agreed upon service level response and resolution times.

10. **PRINCIPAL PERIOD OF MAINTENANCE**

Maintenance will be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance fee during later annual maintenance periods.

11. **MAINTENANCE ACCESS**

The Contractor will keep the Software or Hardware in good operating condition during the warranty period and any annual maintenance period during which the Customer contracts for continued maintenance and the Customer will provide the Contractor with reasonable access to the Software or Hardware to perform maintenance. All maintenance that requires the Software or Hardware to be inoperable must be performed outside the Customer's customary working hours except when the Software or Hardware is already inoperable. Preventative or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

12. INTEREST ON OVERDUE PAYMENTS

Section 126.30 of the Ohio Revised Code (the "Code") is applicable to this Contract and requires payment if interest on overdue payments for all proper invoices. The interest charge will be at the rate of interest on overdue payments for all proper invoices. The interest charge will be at the rate per calendar month, which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Code.

13. INVOICE REQUIREMENTS

Invoices must be submitted in an original and three copies of the office designated in the purchase order "bill to address" to receive invoices. A proper invoice must be submitted using the attached invoice template (Attachment B) and include the following information and/or attached documentation:

A. Name and address of business concern as designated in this Contract.

B. Federal Tax Identification Number of business concern as designated in this Contract.

C. Invoice remittance address as designated in this Contract.

D. The purchase order number authorizing the delivery of equipment, materials, supplies or services.

E. Description including time period, serial number when applicable, unit price, quantity and total price of equipment, materials, supplies or services actually delivered or rendered as specified in the purchase order. If the invoice is for lease purchase, the payment number, e.g. 1 of 36, must also be indicated.

F. The final invoice under this contract will be submitted by the Contractor to the Customer no later than forty-five (45) days after the contract expiration date or after the end of each state fiscal year, if the contract is in effect for multiple years.

14. IMPROPER INVOICES

If an invoice contains a defect or impropriety and/or it is not a proper invoice as defined in this section, a written notification and the improper invoice will be sent to the Contractor at the address designated for receipt of purchase orders within 15 calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety. If such notification has been sent, the required payment date will be thirty (30) days after receipt of a proper invoice or product acceptance, whichever is later.

15. NON-APPROPRIATION OF FUNDS

Customer's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio Assembly fails at any time to continue funding for the payments due hereunder, this Contract will terminate as of the date that the funding expires without further obligation of the Customer. Since the current General Assembly cannot commit a future General Assembly to expenditure, if any term of this Contract crosses a State Biennium, this Contract will automatically expire at the end of the current biennium, which is June 30, 2013. **The State, however, may renew this Contract in the next biennium, by issuing written notice to the Contractor of the decision to do so. The expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Contract continues.**

16. OBM CERTIFICATION

This Contract is subject to Section 126.07 of the Code, which provides, in part, that orders under this Contract will not be valid unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.

17. **NOTIFICATION OF PRICE INCREASE**

Notice of any price increases for Maintenance or other charges, as allowed by this Contract, must be submitted to the purchase order bill to address no later than sixty (60) days before the effective date of the price increase. This notification must specify, when applicable, the product serial number, location, current price, increased price and purchase order number.

18. **INDEMNITY**

The Contractor will indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors. The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement, is based on the modification. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things:

(1) Modify the Deliverable so that is no longer infringing.

(2) Replace the Deliverable with an equivalent or better item.

(3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or

(4) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

19. **CONFIDENTIALITY**

The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to perform under this Contract.

The State acknowledges that, in connection with this Agreement and its relationship with Contractor, it may obtain information relating to the Products or to Contractor that is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans or information which the State knows or has reason to know is confidential, proprietary or trade secret information of Contractor. The State shall at all times, both during the term of this Agreement and for a period of at least three (3) years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by Contractor under this Agreement, nor shall the State disclose any such Confidential Information to third parties without Contractor's written consent.

The parties' obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the possession of the Receiving Party before disclosure by the Disclosing Party, and was received by the Receiving Party without obligation of confidence; (2) is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Receiving Party from a third party without obligation of confidence; (5) is disclosed by the Receiving Party with the written consent of the Disclosing Party; or (6) is released under a valid order of a court or governmental agency, provided that the Receiving Party (a) notifies the Disclosing Party of the order immediately upon receipt of it and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting

disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Receiving Party will return all originals of any Confidential Information and destroy any copies it has made for its own internal use on termination or expiration of this Contract or as requested by the Disclosing Party.

The parties agree that the disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party shall be entitled to temporary and permanent injunctive relief to enforce the provisions hereof without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

20. CONFIDENTIALITY AGREEMENTS.

When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidential agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

21. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

22. DELIVERIES

All deliveries shall be F.O.B. Destination.

23. HEADINGS

The headings used in this Contract are for convenience only and will not be used in interpreting this Contract.

24. ASSIGNMENT

Neither party will assign this Contract without the written consent of the other party.

25. TAXES

The Customer is exempt from all State and local taxes, and does not agree to pay any taxes.

26. EXCUSABLE DELAY (FORCE MAJEURE)

Neither party to this Contract will be responsible for failure to perform service due to causes beyond its control, including, but not limited to, work stoppages, fires, floods, civil disobediences, riots, rebellions, acts of God and similar occurrences.

27. ENTIRE CONTRACT

This contract document contains the entire Contract between Contractor and Customer relating to maintenance service on the Software and supersedes any other Contracts, written or oral.

28. **NOTICES**

All notices, requests and other communications pursuant to this Contract will, unless otherwise provided herein, be in writing and will deemed to have been duly given on the date of service, if served personally, or three days after mailing, if mailed by first class mail, postage prepaid, to the address of the parties set forth in the attached Equipment Schedule.

29. **SEVERABILITY**

If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and affect to the extent that such does not create an absurdity.

30. **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: http://business.ohio.gov/efiling/

31. **DRUG FREE WORKPLACE** Contractor agrees to comply with all applicable state and Federal laws regarding drug-free workplace. Contractor will make a good faith effort to ensure its employees, while working on state property, will not possess or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

32. **OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws The Contractor hereby certifies that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

33. **SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity and when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

34. **LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

35. **UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.

36. **DECLARATION OF MATERIAL ASSISTANCE**. The Contractor represents and warrants that is has not provided any material assistance, as that term is defined in ORC Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the DMA form. The Contractor further represents and warrants that it has provided or shall provide the DMA form through the Ohio Business Gateway at http://business.ohio.gov/efiling/ prior to execution of this Contract. If these representations and warranties are found to be false, this Contract shall be void and the Contractor shall immediately repay to the State any funds paid under this Contract.

37. **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

39. **Executive Order 2010-09S Affirmation and Disclosure Instructions:**

Contractor hereby represents and warrants that Contractor, and any subcontractor will not, as a part of the contract with the State, provide any of its services outside the United States, and that Contractor has truthfully disclosed the following:

1. The location(s) where all services will be performed by Contractor and any subcontractor;
2. If applicable, the location(s) where any state data associated with any of the provided services will be accessed, tested, maintained, backed-up or stored; and
3. The principal location(s) of business for the Contractor and any subcontractors providing the services to the State.

As part of the above disclosure and affirmation requirement, the Contractor must complete the Affirmation and Disclosure Form (Exhibit I). In addition, Contractor agrees to the following:

1. EXECUTIVE ORDER REQUIREMENTS:

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

2. TERMINATION, SANCTION, DAMAGES:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 10% of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

3. ASSIGNMENT / DELEGATION:

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract. This Contract becomes effective either on the 1st day of July 2011, or in the alternative on the date of signature by the State.

This Contract may be renewed for the terms of 7/1/13 – 6/30/15 and 7/1/15 – 6/30/17 upon the written, mutual agreement of the parties.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

ACCEPTED BY:

CONTRACTOR

Jeff Colyar
Signature

Jeff Colyar
PRINTED NAME

PRESIDENT
TITLE

JUNE 1, 2011
DATE

JEFF.COLYAR@CCGLINK.COM
EMAIL ADDRESS

ACCEPTED BY:

THE STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
4200 SURFACE ROAD,
COLUMBUS, OHIO. 43228-1395

Robert Blair
Signature

ROBERT BLAIR
DIRECTOR

6. 9. 11
DATE

ATTACHMENT A
FISCAL YEARS 2012 and 2013 EQUIPMENT SCHEDULE
TO THE MASTER MAINTENANCE CONTRACT
BETWEEN
THE STATE OF OHIO,
BY THE
DEPARTMENT OF ADMINISTRATIVE SERVICES,
GENERAL SERVICES DIVISION, OFFICE OF STATE PURCHASING
FOR

CUSTOMER

Contact: _____

Phone: _____ Fax: _____

For:

_____
Agency, Name/Title of Agency Contact

_____
Address

_____
City, State, Zip

CONTRACTOR – Colyar Consulting Group

Contact: Jeff Colyar

Phone: 623-209-1700 Fax: 623-209-1717

Coverage Period: 07-01-11 thru 06-30-13

Coverage Amount: $447,450

Agency P.O. Box #: _____

_____, Agrees to provide the remedial and preventative maintenance described in the Master Maintenance Contract for the equipment (the "Equipment") listed below and (Customer") agrees to purchase such maintenance subject to the terms and conditions contained within the Master Maintenance Contract.

Model Number	Serial Number	Description and Location	Billing Frequency Qty	Unit Rate	Amount
CRRSM12	_____	CRRS Maintenance	1	N/A	$103,050
CRRSE12	_____	CRRS Enhancements	2,080	$95/hr	$197,600
CTNS12	_____	CATS .Net Support	1,040	$95/hr	$98,800
HOST12	_____	Server Hosting	1	N/A	$48,000
_____	_____	_____	_____	_____	_____

Total Charge $447,450

For the Agency:

By: _____

For the Contractor:
Contractor Tax ID Number: 86-0866675

By: Jeff Colyar

DELIVERABLE ACCEPTANCE

PURPOSE

The purpose of this document is to ensure that the requirements and expectations of the deliverable are met, approved, and accepted. This document may be used at the end of the project or during each phase as deliverables are submitted to the requesting organization and/or client.

PROJECT IDENTIFICATION

PROJECT IDENTIFICATION	
Date of Deliverable Submission	Project Name
Project Sponsor	Project Manager

DELIVERABLE ACCEPTANCE

DESCRIPTION OF DELIVERABLE
<List the deliverable that is being submitted. State the receiving individual or organization.>

SIGNATURE
Signature indicates that the named deliverable(s), in the opinion of the signer: ▪ Meets the specification ▪ Has no significant unresolved issues ▪ Meets the acceptance criteria ▪ Is ready for release either as a baseline for subsequent work or as a production deliverable

CONDITIONAL ACCEPTANCE			
The parties agree that <Delivery Organization> satisfactorily completed and delivered all project deliverables and client accepts all <Project Name> <Phase Name> deliverables, with the following customization exceptions:			
Change Request Log #	**Description**	**Issue Log #**	**Description**
<List the corresponding change, from the Change Request Log, that will need to be completed before this deliverable is met.>	<Briefly describe the change/modification that must be made.>	<List the corresponding issue, from the Issue Log, that will need to be completed before this deliverable is met.>	<Briefly describe the issue that must be resolved.>

Deliverable Amount: $_____

ACCEPTED BY	
Project Manager	<Enter name. Obtain signature and date >
Project Sponsor	<Enter name. Obtain signature and date >
Vendor	<Enter name. Obtain signature and date >

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

EXHIBIT I

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

   22420 N. 18th Drive (Address) — **Phoenix, AZ 85027** (City, State, Zip)

   Name/Principal location of business of subcontractor(s):

   N/A (Name) — _____ (Address, City, State, Zip)

   _____ (Name) — _____ (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

   22420 N. 18th Drive (Address) — **Phoenix, AZ 85027** (City, State, Zip)

   Name/Location where services will be performed by subcontractor(s):

   N/A (Name) — _____ (Address, City, State, Zip)

   _____ (Name) — _____ (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

   22420 N. 18th Drive (Address) — **Phoenix, AZ 85027** (Address, City, State, Zip)

   Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by

subcontractor(s):

N/A (Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

N/A (Address)	(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

N/A (Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

Acknowledged by Contractor

Jeff Colyar Jeff Colyar Date: June 1, 2011

DEPARTMENT OF ADMINISTRATIVE SERVICES

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The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

   22420 N. 18th Drive (Address) — **Phoenix, AZ 85027** (City, State, Zip)

   Name/Principal location of business of subcontractor(s):

   Colyar Consulting Group, Inc (Name) — **22420 N 18 Drive, Phoenix, AZ 85027** (Address, City, State, Zip)

   _____ (Name) — _____ (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

   22420 N. 18th Drive (Address) — **Phoenix, AZ 85027** (City, State, Zip)

   Name/Location where services will be performed by subcontractor(s):

   N/A (Name) — _____ (Address, City, State, Zip)

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

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The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

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(Address) (Address, City, State, Zip)

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(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

Acknowledged by Contractor

Date: 4-25-2011