

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
HARDWARE
MASTER MAINTENANCE AGREEMENT-FISCAL YEARS
2014 and 2015

THIS CONTRACT is between the State of Ohio, Department of Administrative Services ("DAS"), Division, Of Ohio Information Technology, located 30 East Broad Street 39th Floor, Columbus, Ohio, 43215 ("Customer"), and Mireagan Group ("Contractor"), and located at 1550 Magnolia Drive Cincinnati, Ohio 45215.

Contractor agrees to provide the remedial and preventative maintenance described in this Master Maintenance Agreement (the "Contract") for the equipment listed on any attached Equipment Schedule (the "Equipment") signed by Contractor and Customer, and the Customer, on behalf of the agency listed on any Equipment Schedule, agrees to purchase such maintenance, subject to the terms and conditions in this Contract.

1. **TERM**

The term of the Contract starts on July 1, 2014 and ends on the June 30, 2015. Customer and Contractor may designate a shorter term of coverage for a particular item or items of Equipment on any Equipment Schedule. Customer and Contractor may also agree in writing to extend this Contract. In no event may the term be extended beyond a biennium budget period unless both parties affirmatively renew this Contract in writing.

2. **DESCRIPTION OF MAINTENANCE**

Except as otherwise provided in this Contract, the maintenance under this Contract will consist of:

- A. Remedial Maintenance Calls: During the regular business hours of 8:00 a.m. to 5:00 p.m. When requested by Customer, remedial maintenance service will be done as promptly as practicable to correct malfunctions of the Equipment and to make repairs necessary to restore the Equipment to good operating condition, including the replacement of unserviceable parts. At other times, subject to the availability of Contractor personnel, and when requested by Customer, emergency remedial service will be rendered as promptly as practicable at the then-current hourly rates of Contractor.
- B. Preventative Maintenance Inspections: At such times during the regular business hours of Contractor as may be convenient for Customer, reasonable, periodic inspections of the Equipment will be carried out by Contractor without charge for the purpose of testing, cleaning, lubricating and adjusting the Equipment, checking its performance, replacing unserviceable parts and taking such other actions as may be deemed necessary by Contractor to maintain the Equipment in good operating condition. Preventative maintenance service may be performed concurrently with remedial services.

All parts furnished by Contractor, except those excluded in Section 3, must be provided on an exchange basis, and must be new or warranted equivalent to new in performance when used in the Equipment. All parts removed for replacement will become the property of Contractor.

3. **LIMITATIONS AND EXCLUSIONS:**

Maintenance under this Contract will not include:

- A. Furnishing ribbons, tapes, platens, power rolls, type elements or other accessories, supplies or consumable items;
- B. Making specification changes;
- C. Performing services connected with relocation of the Equipment;
- D. Adding or removing accessories, attachments or other devices or altering the Equipment;
- E. Repairing damage or malfunctions or replacing of parts necessitated by:

- (i) Intentional abuse or negligence of Customer;
 - (ii) Use of operating supplies or other consumable items not meeting the Equipment manufacturer's specifications;
 - (iii) Improper, excessive, extraordinary or abnormal operation of the Equipment;
 - (iv) Acts of third parties;
 - (v) Alteration of the Equipment by Customer or a third party;
 - (vi) Malfunction of parts not furnished by the Equipment manufacturer unless Contractor furnished such parts under this Contract;
 - (vii) Installation or attachment to the Equipment of parts or equipment not furnished or approved by the Equipment manufacturer unless such parts or Equipment were furnished by Contractor under this Contract;
 - (viii) Failure of Customer to provide a suitable environment for the Equipment;
- F. Providing electrical work external to any Equipment,
- G. Repairing damage due to floods, fires, loss of air conditioning, electrical shortages or other casualty, unless such damage resulted from Contractor's negligence or failure to perform under the Contract,
- H. Performing services with respect to equipment that is not a part of the Equipment,
- I. Painting or refinishing the Equipment or furnishing material for such, or
- J. Reconditioning the Equipment, except as provided in Section 33 below.

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.

4. **RESPONSIBILITIES OF CUSTOMER**

- A. Customer will provide Contractor's personnel reasonable access at agreed times and availability to the Equipment 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 Equipment during the term of this Contract except simple daily or weekly preventive maintenance on the Equipment as allowed or reasonably required by Contractor. Contractor, at Customer'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 Equipment.

5. **PAYMENT DUE DATE**

- A. Contractor will invoice Customer on the first day of each month (or each quarter or each year as designated on Equipment Schedule) during the term hereof for the unit amount for the Equipment in the attached Equipment Schedule. 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 in accordance with the terms of this Contract.
- C. The date of the warrant issued in payment will be considered the date payment is made.

6. **CONTRACTOR QUARTERLY SALES REPORT**

The Contractor must report the quarterly dollar value (in U.S. Dollars and rounded to the nearest whole dollar) of the sales under this contract by calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the schedule user for the products and services on a schedule contract task or delivery order, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the State on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close - out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last, outstanding task or delivery order of the Contract. The close - out 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 "0" sales in the close - out report.

The Contractor must forward the Quarterly Sales Report to the Following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, Ohio 43228-1395

If the Contractor fails to submit sales reports, falsifies sales reports or fails to submit sales reports in a timely manner the State may terminate or cancel this Contract.

7. **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 Master Maintenance Agreement Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Department of Administrative Services
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

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.

8. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY** Contractor warrants that it is not subject to an unresolved finding for recovery under ORC 9.24. If the warranty is deemed to be false on the date the parties sign this Contract, this Contract is void *ab initio*.
9. **GENERAL WARRANTIES**
- A. Contractor warrants that it will have good title to, and the right to ship, deliver and install any and all parts supplied by Contractor under this Contract. Contractor further warrants that all such parts will be delivered and installed in good operating condition, free from any defect and free from any security interest or other lien or encumbrance or the like. Contractor warrants that all parts shall be new or certified as new and merchantable and fit for their intended use. Contractor further warrants that all such parts will be installed in a workmanlike manner. Contractor warrants that trained, qualified maintenance personnel will perform all Maintenance Services in a professional and workmanlike manner. By payment of the first amount due under this Contract, Customer represents that it has inspected the Equipment and found it to be in good operating condition as of the Commencement Date of this Contract.
- B. If Contractor breaches any obligation under this Contract, or the Equipment fails to comply with these warranties the Contractor shall make all necessary adjustments, repairs and replacements to the Equipment in accordance with the terms of this Contract and replace any parts installed that are defective. The Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Equipment. Contractor will also indemnify the Customer for any direct damages and claims by third parties based on breach of these warranties.
10. **INTEREST ON OVERDUE PAYMENTS**
Section 126.30 of the Ohio Revised Code (the "Code") applies to this Contract and requires payment of interest on overdue payments for all proper invoices. The interest charge will be at the rate per calendar month that equals one-twelfth of the rate per annum in Section 5703.47 of the Code.
11. **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 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 Contractor 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, and 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 shall also be indicated.
12. **IMPROPER INVOICES**
If an invoice contains a defect, impropriety or is not a proper invoice, as defined in this section, a written notification and the improper invoice will be sent to Contractor at the address designated for receipt of purchase orders within fifteen (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 this notice has been sent, the required payment date will be thirty (30) days after receipt of a proper invoice or product acceptance whichever is later.
13. **NON-APPROPRIATION OF FUNDS**
The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the

date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.

14. **OBM CERTIFICATION**

Under Section 126.07 of the Code, orders under this Contract will not be valid until 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.

15. **NOTIFICATION OF PRICE INCREASE**

Notification of any price increases, if any are 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. The annual maintenance fee will not increase from year to year by more than ten (10) percent over the prior year's annual maintenance fee.

16. **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.

17. **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.

18. 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 confidentiality 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.

19. 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.

20. TERMINATION / SUSPENSION.

1. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as the Contractor receives the notice. Upon receipt of the notice of termination, the Contractor must immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor must immediately prepare a report and deliver such report to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, must be delivered to the State along with the specified report. The report and any delivered work is subject to approval by the State. However, if delivery in that manner would not be in the State's interest, then the Contractor must propose a suitable alternate form of delivery.

2. Contract Remedies.

- a. **Actual Damages.** The Contractor is liable to the State for all actual and direct damages caused by the Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by the Contractor's default.
- b. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
- c. **Deduction of Damages from Contract Price.** Upon issuing written notice to the Contractor, the State may deduct all or any part of the damages resulting from the Contractor's default from any part of the Contractor compensation still due on the Contract. In the case of suspension for default, the State will be entitled to all remedies available under this Contract.

3. Contract Suspension.

- a. If the Contractor fails to perform any one of the Contractor's obligations under this Contract, the Contractor will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve the State's interest.
- b. In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension.
- c. The notice of suspension whether, with or without cause, will be effective immediately, on the Contractor's receipt of the notice. The Contractor must immediately prepare a report and deliver such report to the State as is required in the case of termination.

4. Contract Termination.

- a. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper Invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
- b. **Termination for Cause.** If the Contractor fails to perform any one of its obligations under this Contract, the Contractor will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 1. **Termination for Default.** If the Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 2. **Termination for Defaults not Remedied.** If the Contractor's default may be cured within a reasonable time, the State will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If the Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to the Contractor, the State has not waived any of the State's rights or remedies concerning the default.
 3. **Termination for Persistent Default.** The State may terminate this Contract by written notice to the Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified the Contractor of its third default, the State may terminate this Contract without providing the Contractor with an opportunity to cure, if the Contractor defaults for a third time. The three defaults are not required to be related to each other in any way.
 4. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.

5. **Termination for Financial Instability.** The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
6. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if the State determines that the Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if the State determines that the Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.
7. **Termination for Subcontractor Default.** The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
8. **Termination for Failure to Retain Certification.** Pursuant to Section §123.151 and §123.152 of the Revised Code, the State may certify businesses for participation in state sponsored business assistance programs. After certification is obtained it is the responsibility of the Contractor to maintain certification. If the Contractor is awarded a contract pursuant to a certification program and fails to renew its certification and/or is decertified, the State may immediately cancel the Contract.

21. **DELIVERIES**

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

22. **HEADINGS**

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

23. **ASSIGNMENT**

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

24. **TAXES**

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

25. **EXCUSEABLE DELAY (FOURCE MAJUERE)**

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.

26. **ENTIRE CONTRACT**

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

27. **NOTICES**

All notices, requests and other communications pursuant to this Contract will, unless otherwise provided herein, be in writing and will be deemed to have been duly given on the date of service, if served personally or 3 days after mailing, if mailed by first class mail, postage prepaid, to the addresses of the parties set forth on the attached Equipment Schedule

28. **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 effect to the extent that such does not create an absurdity.

29. **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/>

30. **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 that all Contractor 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.

31. **EQUIPMENT LOCATION**

This Contract is for service of the Equipment at the location in the attached EQUIPMENT SCHEDULE hereof. If any unit of Equipment is moved (which movement will in all instances be at Customer's risk and expense), Customer will so notify Contractor. Contractor may terminate this Contract if, in its discretion, the environmental conditions in which any unit of Equipment is placed are not suitable for satisfactory performance, or if the new location is out of Contractor's ordinary operating area.

32. **RETAINED OWNERSHIP**

Contractor will retain title to all replacement parts and equipment provided by it until such are incorporated into the Equipment, at which time title will pass to the Customer. Contractor will retain title to all tools and all diagnostic, computer program media it uses. In addition, all Contractor test, diagnostic, and verification information and routines (on media owned by Contractor or Customer), maintenance equipment and maintenance materials, information and documentation that are treated as proprietary and confidential by Contractor will be so treated by Customer, and such proprietary and confidential items, whether on the premises of Customer, or accessible by remote inquiry, will remain the property of Contractor and may be removed, or usage thereof discontinued, as applicable, by Contractor at any time, or Customer will destroy the same on written request from Contractor. Customer agrees to treat and protect such proprietary and confidential items in a manner consistent with the maintenance of trade secret rights and to take appropriate action by instruction or Contract with its employees who are permitted access to confidential items. Despite the foregoing, Contractor will work with Customer at no charge to provide access to such after termination or of this Contract to the extent that the use of such proprietary or confidential tools subsequently prevent Customer from getting maintenance through another Contractor on commercially reasonable terms.

33. **ADDITIONAL EQUIPMENT AND REMOVAL OF EQUIPMENT**

Additional equipment manufactured by the Contractor of the Equipment and used in conjunction with the Equipment may be included under this Contract on written acceptance by Customer at Contractor's then-current rates. At Customer's option, and only if Customer is under a monthly invoicing schedule, Customer may remove an item of Equipment from coverage under the Contract by giving Contractor thirty (30) days advance written notice. Upon expiration of such thirty (30) day period, Customer will not be liable for charges associated with such item of Equipment.

34. **RECONDITIONING**

If, in Contractor's reasonable opinion, a shop reconditioning of any unit of Equipment is necessary because normal repair or replacement of parts cannot keep such unit in good operating condition, Contractor will submit a cost estimate of needed repairs.

If Customer does not authorize such additional work and agree to pay the proposed charge, Contractor may terminate this Contract with respect to such unit.

35. **OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.**

All Contractors who are actively doing business with the State or who are seeking to do business with the State are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09.

The Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in O.R.C. Section 3517.13 are in full compliance with O.R.C. Section 3517.13.

If the Contractor accepts a Contract and/or purchase order issued under the Contract without proper certification, the Department of Administrative Services shall deem the Contractor in breach and the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov.

36. **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.
37. **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.
38. **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. **GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

40. **REGISTRATION WITH THE SECRETARY OF STATE.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

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:

MIREAGAN GROUP
1550 MAGNOLIA DRIVE
CINCINNATI, OHIO 45215

ACCEPTED BY:

THE STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES
OHIO INFORMATION TECHNOLOGY
30 EAST BROAD STREET 39TH FLOOR,
COLUMBUS, OHIO 43215

William L. McIlwain III
SIGNATURE

WILLIAM L. McILWAIN III
PRINTED NAME

CEO
Title

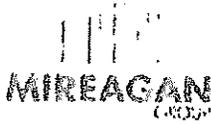
AUGUST 6, 2014
Date

MIREAGANGROUP@HOTMAIL.COM
Email Address

Robert Blair / SLD
SIGNATURE

ROBERT BLAIR
DIRECTOR

8/6/14
Date



Client:

State of Ohio - Dept of Admin.
30 East Broad Street
39th Floor
Columbus OH 43215

Proposal

Job # 8905

July 31, 2014

Page # 1 of 1

Phase/Description	Amount
8905 MG MARCS 2015 Maintenance	
1 Service Work.	
1 Maintenance.	555,000.00
Tower and Communication Site maintenance services for statewide MARCS tower sites. Includes, but not limited to:	
Antenna, coax and FAA lighting troubleshooting & repair. Emergency dispatch of crews in case of a site failure. Civil and compound work when dispatched. To be performed as directed by OIT / MARCS help desk or approved party.	
For fiscal year 15 (July 1st-2014 through June 30th-2015)	
State rate discount from standard hourly per man per hour rate of \$100.00 to discount rate of \$63.60 per man per hour.	
Phase Total:	555,000.00
Grand Total:	555,000.00

Notes:

Existing and future communication sites to support the State of Ohio.

This proposal is good through September 30th 2014

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- MIREAGAN reserves the option to cancel the work day due to weather or unsafe conditions.
- Authorized change orders are required prior to the start of any changes or modifications of the scope of work above.
- Payment due in full, net 30 days from date of invoice.

1550 Magnolia Drive, Cincinnati OH 45215

MBE/EDGE Certified #7596 - DBE Certified

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing 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.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor 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 may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

1550 MAGNOLIA DRIVE
(Address)

CINCINNATI OH 45215
(City, State, Zip)

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

MIDEAGAN GROUP INC
(Name)

1550 MAGNOLIA DRIVE, CINTI, OH 45215
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(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:

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: William L. McIlwain III
Contractor

Print Name: WILLIAM L. McILWAIN

Title: CEO

Date: AUGUST 6, 2014