

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
HARDWARE
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 IDentiphoto Company, Ltd. ("Contractor"), located at 1810 Joseph Lloyd Parkway, Willoughby, OH 44094.

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, including Addendum to Master Maintenance Agreement, incorporated herein as Exhibit 1.

1. **TERM**

The term of the Contract starts on July 1, 2012 and ends on the last day of June, 2013. 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
Office of State Purchasing
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
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.

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**

Customer's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General 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. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

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 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.

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

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

22. **ASSIGNMENT**

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

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

24. **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.

25. **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.

26. **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
27. **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.
28. **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/>

29. **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.
30. **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.
31. **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.
32. **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.
33. **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.

34. **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.

35. **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.
36. **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.
37. **DECLARATION OF MATERIAL ASSISTANCE.**
The Contractor represents and warrants that it 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.
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.

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.

ACCEPTED BY:

CONTRACTOR
IDENTIPHOTO CO., LTD.
1810 JOSEPH LLOYD PARKWAY
WILLOUGHBY, OH 44094


SIGNATURE

ACCEPTED BY:

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

SIGNATURE

Pamela Johnson-Acey
PRINTED NAME

General Mgr./Member
Title

July 31, 2012
Date

pam@IDentiphoto.com
Email Address

ROBERT BLAIR Robert Blair/ga
DIRECTOR

8-27-12
Date

ATTACHMENT A
FISCAL YEAR 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

CONTRACTOR

Contact: Michelle Matheron

Contact: Pamela Johnson-Acey

Phone: 614-752-1306 Fax: 614-728-1578

Phone: 800-860-9111 Fax: 440-306-9001

Coverage Period: 07/01/2012 thru 06/30/13 *07/01/2012 thru 06/30/13*

ODRC, M. Matheron, Data Admin Mgr.
 Agency, Name/Title of Agency Contact

Coverage Amount: \$ 57,905.00

Agency P.O. Box #: _____

770 W Broad St
 Address

Columbus OH 43222
 City, State, ZIP

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

Billing Frequency

<u>Model Number</u>	<u>Serial Number</u>	<u>Description and Location</u>	<u>Qty.</u>	<u>Unit Rate</u>	<u>Amount</u>
<u>HDP5000</u> <u>Dual-side</u>	_____	<u>See attached</u>	<u>1</u>	_____	<u>\$57,905.00</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Charge \$ 57,905.00

For the Agency:

For the Contractor:

Contractor Tax ID Number: 31-1490312

By: _____

By: Pamela Johnson-Acey

EXHIBIT 1

State of Ohio, Department of Administrative Services
Addendum to Master Maintenance Agreement
June 12, 2012

2. A. Description of Maintenance - AMENDED

Remedial Maintenance Calls

All service is performed at IDentipphoto Company (Contractor)
Hours of Service: Monday through Friday, 9:00 a.m. to 5:30 p.m. EST, excluding holidays observed by IDentipphoto (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Thanksgiving Friday, and Christmas Day).

Unlimited toll free telephone or e-mail technical support for hardware provided Monday through Friday, 9:00 a.m. to 5:30 p.m. EST. E-mail technical support available at tech.support@IDentipphoto.com.

Unlimited service and support coverage during contract period.

Preferred service status.

Printers are evaluated immediately upon receipt.

IDentipphoto will replace, without charge, all parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments.

Card printers covered under maintenance contract will be upgraded with all retro-fittable upgrades (including drivers and firmware) introduced by the manufacturer.

Technical updates – faxed or e-mailed.

For covered card printers, if it is determined that it cannot be repaired within three (3) days, a loaner (at not charge) replacement printer will be supplied until the repair is completed. Contractor will pay for shipping on way – UPS ground. Rental units are also available.

2. B: Preventative Maintenance Inspections – REPLACE WITH

Two (2) depot tune-ups for each printer covered at IDentipphoto Company. The equipment may be sent in once per year for tune-up at the Customer's convenience. Includes cleaning, maintenance and adjustments assuring equipment is in good working order.

Emergency Service 2012 Price Schedule

Price for emergency calls (on-site within 24 hours) under this service agreement is:

Travel Expenses – OBM rates for travel and lodging

\$125.00 per hour labor

\$125.00 call charge – waived

3. Limitations and Exclusions

Printheads and printer cases are not included in this program.

System set-up and training is not considered support and not covered under the support agreements. Additional fees may apply.

4. A. Responsibilities of Customer - REPLACE WITH

Customer will perform preventive maintenance cleaning with every ribbon change using only approved media and supplies.

Customer shall return printer loaner unit within 10 business days of receipt of repaired printer, thereafter, per day rental fee applies. All equipment on loan or rental must be returned in the same good working condition as when it was received, or a repair charge will be assessed.

5. A, B, C. Payment Due Date – 30 days after receipt of proper invoice.

Warranty begins on date of invoice.

9. General Warranties

All covered repairs receive a 90-day warranty.

Contractor warrants that all services provided hereunder shall be performed in a neat, workmanlike manner and shall comply with industry standards and practices. In the event that any Contractor services do not meet these warranty specifications, Contractor shall correct such defective services at its expense. EXCEPT AS SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Additions

Service Availability

Maintenance and service for equipment may be purchased for up to four (4) years from purchase date of equipment. The additional support and service must be purchased before the existing support expires.

Overtime Charges and Travel

All overtime charges and travel expenses of IDentiphoto personnel not included in the contracted maintenance services will be charged to the Customer at the rates in IDentiphoto's maintenance price list in effect at the time of occurrence

2012 Price Schedule

Price for emergency calls (on-site within 24 hours) under this service agreement is:

Travel Expenses – OBM rates for travel and lodging

\$125.00 per hour labor

\$125.00 call charge – waived

Parts/Component Replacement

IDentiphoto reserves the right at its option to replace or repair any printer part or component which fails to perform its function under normal use and are necessary to machine servicing and maintenance adjustments, not including consumables, such as cards, ribbons, cleaning cartridges.

Cancellation Clause

In the event that parts or components required to repair or maintain covered product are no longer available, Contractor may terminate coverage for all or part of the specified product and will issue the Customer a prorated credit for the unused portion of the term change.

IDentipho Company, Ltd.
 1810 Joseh Lloyd Parkway
 Willoughby OH 44094
 (800) 860-9111

Ohio Correctional Institution Printer Serial Number List

	Location	Customer Number	Serial No.	Cost
1	Ohio Department of Rehab. & Cor.	ODRC001	A8500091	\$1,565.00
2	Ohio Department of Rehab. & Cor.	ODRC001	A8530001	\$1,565.00
3 ACI	Allen Correctional Insitution	3500758	A8490577	\$1,565.00
4 ACI	Allen Correctional Insitution	3500758	A9010149	\$1,565.00
5 BeCI	Belmont Correctional Institution	3500638	A8490575	\$1,565.00
6 CCI	Chillicothe Correctional Institution		A8490578	\$1,565.00
7 CRC	Correctional Reception Center	CRC0001	A8500095	\$1,565.00
8 CRC	Correctional Reception Center	CRC0001	A9010146	\$1,565.00
9 DCI	Dayton Correctional Institution	3500493	A9010143	\$1,565.00
10 DCI	Dayton Correctional Institution	3500493	A8440044	\$1,565.00
11 FPRC	Franklin Pre-Release Center	3500666	A9010142	\$1,565.00
12 FPRC	Franklin Pre-Release Center	3500666	A8500026	\$1,565.00
13 GCI	Grafton Correctional Institution	3500458	A8440043	\$1,565.00
14 GCI	Grafton Correctional Institution	3500458	A9010136	\$1,565.00
15 HCF	Hocking Correctional Facility	H010847	A9010147	\$1,565.00
16 LaECI	Lake Erie Correctional Institution		To be determined	\$1,565.00
17 LeCI	Lebanon Correctional Institution	3500461	A8440589	\$1,565.00
18 LoCI	London Correctional Institute	L011030	A8440099	\$1,565.00
19 LorCI	Lorain Correctional Institution	3500427	A8500099	\$1,565.00
20 LorCI	Lorain Correctional Institution	3500427	A8490570	\$1,565.00
21 MaCI	Madison Correctional Institution	3500475	A9010139	\$1,565.00
22 MaCI	Madison Correctional Institution	3500475	A8431179	\$1,565.00
23 ManCI	Mansfield Correctional Institution	3500470	A8500061	\$1,565.00
24 MCI	Marion Correctional Institution	M011069	A8440075	\$1,565.00
25 NCCI	North Central Correctional Institution		A8500034	\$1,565.00
26 NCI	Noble Correctional Institution	3500637	A9010141	\$1,565.00
27 NEPRC	Northeast Pre-Release Center	3500478	A8500029	\$1,565.00
28 ORW	Ohio Reformatory for Women	ORW0001	A9010144	\$1,565.00
29 OSP	Ohio State Penitentiary	3500731	A8490572	\$1,565.00
30 PCI	Pickaway Correctional Institute	P011360	A9010145	\$1,565.00
31 RCI	Ross Correctional Institution	R011451	A9010137	\$1,565.00
32 RICl	Richland Correctional Institution	3500482	A9010138	\$1,565.00
33 SCI	Southeastern Correctional Institution		A8490574	\$1,565.00
34 SOCF	Southern Ohio Correctional Facility		A8500057	\$1,565.00
35 TCI	Trumbull Correctional Institution		A8390262	\$1,565.00
36 ToCI	Toledo Correctional Institution	3500458	A9010148	\$1,565.00
37 WCI	Warren Correctional Institution	3500459	A9010140	\$1,565.00
				\$57,905.00

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:

1810 Joseph Lloyd Parkway
(Address)

Willoughby OH 44094
(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

- 2. Location where services will be performed by Contractor:

1810 Joseph Lloyd Parkway
(Address)

Willoughby OH 44094
(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:

1810 Joseph Lloyd Parkway
(Address)

Willoughby OH 44094
(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: 
Contractor

Print Name: Pamela Johnson-Acey

Title: General Manager/Member

Date: June 12, 2012