

# CONTRACT

## FOR SERVICES OVER \$20,000

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

This Contract for Digital Audio / Video Recording services is entered into by and between JOLOHA ENTERPRISES DBA Roach Reid Office Systems (herein referred to as "Contractor"), and the City of Columbus, Department of Public Safety (herein referred to as "City").

### WITNESSETH

WHEREAS, the City has a need for a new Digital Audio / Video Recording System; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. 1530-2010, passed by Columbus City Council on \_\_\_\_\_; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

### ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties.

#### 1. Contract Term

The term of this Contract shall be from 11-24-2010 to 11-24-2011. This Contract shall not automatically renew.

#### 2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$69,962.00 unless additional funds are appropriated and authorized.

#### 3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A\*** and as contained in the bid specifications, which are expressly incorporated herein.

\*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

#### 4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01(B), Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract.

#### 5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

#### 6. City's Contract Administrator/Contract Administration

Sergeant James Jardine will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

(List names and addresses of City and Contractor contact persons below.)

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and he/she/it agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

**Invoices:** All invoices shall be submitted to the address listed on the Purchase Order or:

10. **Modifications**

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. **Contract Termination**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. **Nonexclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. **Survivorship**

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. **Save Harmless**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

15. **Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. **Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. **Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. **Insurance/Indemnity**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

**Bodily Injury Liability:**

Each Person \$500,000  
Each Accident \$1,000,000

**Property Damage Liability:**

Each Accident \$500,000  
All Accidents \$1,000,000

20. **Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. **City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

**EXHIBITS A, B AND C MUST BE ATTACHED HERETO.**

**\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\***

**CITY OF COLUMBUS**

EBOCO Approval \_\_\_\_\_

\_\_\_\_\_  
(Name of City Department entering into Contract)

Approved As To Form:

\_\_\_\_\_  
(Name and Title of Signatory)                      Date

\_\_\_\_\_  
City Attorney    Date

**CONTRACTOR**

*Richard Jovanovich*                      10/10/10  
Signature                                      Date  
*RICHARD JOVANOVIEN*                      President/owner  
Printed Name and Title  
Federal ID Number: *34- 1751616*

Please list remit address below:

*ROACH 2210 Office Systems*  
*2737 Gilchrist Rd*  
*Akron, Ohio 44305*



**iRecord Digital Video/Audio Recording System for Interrogations**

PREPARED FOR: Sgt. James Jardine - Columbus PD (10 Room System)  
 PREPARED BY: Jim Cline, Account Representative - Roach Reid Office Systems  
 DATE: November 04, 2010

QTY	DESCRIPTION	PART #	UNIT PRICE	EXTENDED
<b>iRecord VI Professional</b>				
1	<b>iRecord VI Professional (2 Rooms)</b> with 2x A/V Port Licenses, Network Connectivity Option, 1x Local Monitoring License, Local copy of iRecord Evidence Vault Professional Edition, 1x 1TB Local Storage, 5x iRecord Client Browser Advanced Licenses, MPEG/WMV encoding, DVD Recording, Keyboard, 17" Flat Screen, Audio Monitoring Speakers, Mouse, Includes 1 year Hardware and Software Warranty	IR-VIPRO02A	\$9,799	\$9,799
2	<b>iRecord VI Professional (4 Rooms)</b> with 4x A/V Port Licenses, Network Connectivity Option, 1x Local Monitoring License, Local copy of iRecord Evidence Vault Professional Edition, 1x 1TB Local Storage, 5x iRecord Client Browser Advanced Licenses, MPEG/WMV encoding, DVD Recording, Keyboard, 17" Flat Screen, Audio Monitoring Speakers, Mouse, Includes 1 year Hardware and Software Warranty	IR-VIPRO04A	\$14,399	\$28,798
1	<b>iRecord VI Evidence Vault Enterprise Software Suite</b> Includes: Evidence Vault Enterprise (SOAP, Web Services, iRecord Framework, SQL Database, Unlimited User Accounts) *Note: The number of simultaneous users is fully dependent on customer's hardware configuration and network/storage infrastructure	IR22660212202	\$1,699	\$1,699
<b>iRecord VI Software Feature Upgrades/Options</b>				
1	Multi-Department Security (Total of 5 Departments)	IR22660214002	\$1,260.00	\$1,260
<b>System Accessories</b>				
<b>Wireless Remote Interrogator System</b>				
1	<b>Bundle Kit complete system that includes:</b> Body Pack Transmitter with Microphone, Body Pack Receiver with Neck loop and Ear Canal Inductor.	CT-RC216	\$1,495	\$1,495
<b>iRecord Dry Contact Switches (On/Off Switches)</b>				
0	Dry Contact Metal ON/OFF Switch with Record Light	IR22660262222	\$195	\$0
0	4-Port Dry Contact Breakout Box <i>One breakout box supports four switches</i>	IR22660282222	\$695	\$0
<b>Other Hardware</b>				
6	DVD-R Media, 4.7 GB Each (10 Pack)	DVDR-1JC	\$0	\$0
10	Time/Date Generator device	DS-DDT	\$325	\$3,250
3	Uninterruptible Power Supply 500VA	UPS-500	\$175	\$525
<b>EQUIPMENT SUB-TOTAL</b>				<b>\$46,826</b>
<b>SERVICES</b>				
1	INSTALLATION AND TRAINING (This is a fixed cost.)			\$ 4,406
1	THREE YEAR Pre-Paid Extended Warranty		\$ 18,730	\$ 18,730
<b>SYSTEM TOTAL (includes Equipment, Installation and Maintenance Contract)</b>				<b>\$69,962</b>
Standard Five Year Lease Annual Payments, \$1.00 buyout at the end of the Lease. (Without Maintenance in lease)				\$22,873
Standard Five Year Lease Annual Payments, \$1.00 buyout at the end of the Lease. (With Maintenance in lease)				\$31,190
NOTES:				
TERMS: NET 30 Days				
DELIVERY: Please allow 30-60 days from date of written purchase order for delivery.				
This quote does not include State and Local taxes. Customer to provide Tax exempt certificate or taxes will be added to the invoice.				
Installation: We will guarantee that the system will be fully operation by the end of our installation.				
Training: We will provide training to all users during our on-site installation. We also provide unlimited remote training via GoToMeeting.				
QUOTATION IS VALID FOR 90 DAYS				
Please make purchase orders to Roach-Reid Office Systems, 2737 Gilchrist Road Akron, OH 44305, FAX (330) 253-1585				

APPROVED BY: \_\_\_\_\_ PO# \_\_\_\_\_ DATE: \_\_\_\_\_



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### **Certificate of Premium Payment**

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

1134632

07/01/2010 THRU 02/28/2011

JOLOHA ENTERPRISES INC  
ROACH-REID OFFICE SYSTEMS INC  
2737 GILCHRIST RD  
AKRON OH 44305-4413



*Maisha P. Ryan*  
Administrator

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR AC  
ROACH-2 10/04/10

PRODUCER  RTD Enterprises, Inc. 2181 Wadsworth Road Suite A Norton OH 44203 Phone: 330-753-8700 Fax: 330-753-8932	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED  Roach Reid Office Systems Inc 2737 Gilchrist Rd. AKRON OH 44305	INSURER A: ALLIED INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACPGLPO7151956869	10/17/10	10/17/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	X		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ACPBAPC7151956869	10/17/10	10/17/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	X		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	ACPCAA7141956869	10/17/10	10/17/11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	ACP7141956869	10/17/10	10/17/11	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A			Commercial Applica	ACPCPPP7141956869	10/17/10	10/17/11	
A			Property Section	ACPCPPP7151956869	10/17/10	10/17/11	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

### CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE
	Dennis F. Klodt, CPCU