

CONTRACT

between

CUYAHOGA COUNTY

and

IDentiphoto Company, Ltd.

for

Development of Cuyahoga County Countywide Credentialing System for Volunteers and First Responders

THIS CONTRACT made and entered into this 9th day of May, 2013 by and between the County of Cuyahoga, Ohio (the "COUNTY"), on behalf of the Department of Public Safety and Justice Services, Office of Emergency Management and IDentiphoto Company, Ltd. with offices located 1810 Joseph Lloyd Parkway, Willoughby, Ohio 44094 (the "PROVIDER") to conduct the Development of Cuyahoga County Countywide Credentialing System for Volunteers and First Responders.

WITNESSETH THAT:

WHEREAS, the COUNTY desires to enter into a contract with the "Provider" in order to provide six (6) mobile credentialing cases to credential first responders and volunteers within Cuyahoga County. Four of the cases will be configured with the following components: Emergency Event Manager Software (EEMS), a dual-sided Evolis Primacy card printer, the SmartReg driver's license solution, an HD webcam with autocrop, a barcode reader, Data Server and supplies. The remaining two cases will be configured with additional software and hardware to offer more functionality. The Cuyahoga County Countywide Credentialing Project aims to credential first responders and volunteers throughout the county in order to:

1. Ensure responders and volunteers are who they claim to be;
2. Ensure responders and volunteers are qualified and/or certified to perform the necessary functions;
3. Ensure responders and volunteers have authorization for access to incident;
4. Allow interoperability with other county, state and federal responders;
5. Follow standards-based approaches to insulate from non-proprietary solutions and higher costs;
6. Produce identification cards for first responders and volunteers that comply with the Department of Homeland Security's FIPS 201 Standards in order to be NIMS compliant;
7. Ensure all software and products will be upgradable to State standards once they are established and work with the State directly to ensure Cuyahoga County's credentialing system is in State compliance.

I. Scope of Services

NOW, THEREFORE, the parties hereto agree as follows to the Scope of Services (See Appendix A) with the deliverables being:

Customizable, robust, portable and user-friendly credentialing software and hardware with one day of onsite training at one location to include four (4) end-user training sessions and one (1) “train the trainer” session included. Software will be able to accommodate changes in County credentialing standards and to maintain consistency with State and/or National credentialing requirements. Software and hardware will provide the following:

- Produce a professional ID badge quickly and efficiently that complies with the Department of Homeland Security's Federal Information Processing Standards (FIPS) 201 Standards
- Manage the credentialing of volunteers and emergency personnel prior to an event
- Vendor will work closely with the County to develop required fields for card
- Software must be flexible to accept changes to required fields during an event
- Store cardholder data (including photos and certifications) offsite allowing for remote retrieval and verification during an event when internet connectivity is available by multiple users at multiple sites
- Record and stores supporting documentation of all personal data with certifications
- Accommodate the need for mobile badging at an event and the need to verify existing cardholder data during an event
- A security feature on the badge, so unauthorized persons cannot produce look-alike badges
- Restrictions on data entry that will not allow users to skip required fields or enter inconsistent data
- Vendor will be available by phone during regular business hours in the event an issue arises with system
- Vendor will submit a detailed cost proposal for all equipment involved in countywide credentialing system
- Vendor will ensure the COUNTY can retrieve all data in the event vendor is not awarded contract in the future

II. Compensation and Method of Payment

For the services to be rendered and expenses incurred under this Contract, the “Provider” shall be paid not more than \$143,000 for this project. The total amount paid to the “Provider” under this Contract shall not exceed the amount of \$143,000. The “Provider” shall submit a written invoice to the Administrator, Cuyahoga County Office of Emergency Management for services provided. Invoicing totaling \$143,000 for reimbursement to the COUNTY must be received no later than May 31, 2013 to satisfy grant requirement.

III. Term

This Contract will enter into effect as of **May 1, 2013**, and unless sooner terminated for cause in writing by the COUNTY, will terminate on **June 30, 2013**, unless otherwise extended and approved.

IV. Audits

A. Audits

The COUNTY, or any duly authorized representative of the COUNTY, shall have access during business hours for the purpose of audit and examination of any books, papers, program site, staff, clients, and records of the “Provider” that are pertinent to the subject grant.

B. Final Audits

The “Provider” agrees to cooperate with Federal, State, and local auditing requirements and comply with standards, procedures, and reasonable schedules whether the audit be general, full-scope, and financial, compliance.

V. Notices

Any reports, notices, invoices or communications required in this Contract shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted below:

COUNTY: Department of Public Safety and Justice Services,
Office of Emergency Management
310 Lakeside Ave. Suite 795-A
Cleveland, Ohio 44113

Attn: Bill Belardo, Hazardous Materials Coordinator

PROVIDER:

IDentipphoto Company, Ltd.

1810 Joseph Lloyd Parkway

Willoughby, Ohio 44094

Attn: Nadine Zagar, ID Consultant/Account Manager

or at such other addresses as the parties may designate by written notice to each other.

VI. Termination

This Contract shall terminate on the date June 30, 2013, or after thirty days' prior written notice and opportunity to correct any material breach of this Contract, pursuant to Section VIII (B), below. In addition, should there be a reduction in funds, the COUNTY reserves the right to reduce or cancel this Contract. In such case, the "Provider" services will likewise be reduced or cancelled, as the case may be. In the event this Contract is terminated early, the COUNTY will compensate the "Provider" for the reasonable value of all work completed by the "Provider" on the project, as well as all documented expenses and non-cancelable debt properly incurred by the "Provider" up to the date of termination.

A. Breach

This Contract may be terminated for failure by either party to meet the terms of this Contract. The party alleging breach will send the other party written notice setting forth the alleged breach (es) and stating the corrective action(s) required. Subject to the breach provisions of Section VII (A), above, this written notice will include a reasonable time frame for implementing the corrective action(s). The failure to implement the corrective action(s) may cause reimbursement or services to be delayed, and/or termination of this Contract.

VII. Indemnification and Liability

Each Party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in the Agreement shall impute or transfer any such responsibility from one to the other.

VIII. Non-Discrimination

The “Provider” agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the “Provider”.

IX. Compliance With The Law

The “Provider” agrees to provide the services of the Program in material compliance with all applicable Federal, State and County laws, rules, regulations and ordinances.

X. Entire Contract

This Contract constitutes the full and complete expression of the Contract between the parties and supersedes any prior contemporaneous oral or written contracts. This Contract shall not be amended except by a written instrument signed by both parties.

XI. Waiver

No provision of this Contract will be waived by any act or omission of either party or its agents or employees, except by an instrument in writing expressly waiving such provision, signed by a duly authorized representative of the waiving party.

XII. Electronic Signature

By entering into this amendment to contract, I agree on behalf of the contractor to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned contractor, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the “COUNTY” and the “PROVIDER” have executed and delivered this Contract as of the date first above written.

Edward FitzGerald, County Executive

By: Eden FitzGerald/apk

2013-06-20 11:56:12
Edward FitzGerald, County Executive

County of Cuyahoga, Ohio

By: Pamela Johnson-Acey /Member

Pamela Johnson-Acey, COO

IDentipphoto Company, Ltd.