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Ohio | Opportunities for Ohioans with Disabilities

Bureau-Grantor Agreement
Between
Opportunities for Ohioans with Disabilities Agency
And
Ohio University

THIS AGREEMENT is made and entered into effective upon full execution by and between the Opportunities for Ohioans with Disabilities/Bureau of Services for the Visually Impaired Business Enterprise Program (hereinafter "OOD/BSVI"), 400 E. Campus View Blvd., Columbus Ohio 43235 and Ohio University Dublin campus (hereinafter "OU/Dublin"), 6775 Bobcat Way, Dublin, OH 43016.

In consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

1.1 OU/Dublin and OOD/BSVI hereby agree that OOD/BSVI, through its Business Enterprise Program (BEP) operator(s), will provide vending services as described in Article II of this Agreement. OOD/BSVI shall be solely responsible to assure that the services under this Agreement are performed. OU/Dublin shall not hire, supervise, or pay any BE Program operator(s) performing services under this agreement and no legal relationship is created pursuant to this agreement between OU/Dublin and any individual BE operator. OOD/BSVI shall be responsible for providing appropriate and trained operator(s), materials, tools, equipment, and other supplies necessary to complete the work under this Agreement, except as may be otherwise stated within this Agreement. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

1.2 OOD/BSVI agrees to comply with all applicable federal, state, and local laws in performing services under this Agreement.

1.3 OU/Dublin enters into this Agreement in reliance upon OOD/BSVI's representations that it has the necessary expertise and experience to perform its obligations hereunder, and OOD/BSVI warrants that it does possess the necessary expertise and experience.

ARTICLE II: SCOPE OF SERVICES

2.1 OOD/BSVI shall:

2.1.1 Assign an operator(s) per Ohio Administrative Code (OAC) 3304:1-21 et seq. to provide vending services to OU/Dublin.

2.1.2 Provide vending machines at locations specified in Exhibit [A] which is attached and incorporated as part of this Agreement and OOD/BSVI shall provide equipment and an equipment list by location upon completion of installation and every July thereafter.

2.1.3 Offer for sale food, food products, candy, and cold beverages in accordance with Ohio Revised Code (ORC) Section 3304.28 et seq.

2.1.4 Comply with all federal, state, and local safety or health laws and regulations with respect to sanitation and use of the vending service areas

2.1.5 Maintain an appropriate level of stock in equipment to meet the needs of the students, staff and facility of the campus.

2.1.6 Maintain the appropriate level of liability insurance for location.

2.1.7 Agree that all of its vending machines on the Ohio University/Dublin campus will:

a) Meet March 15, 2012 ADA compliance standards;
b) Meet "Energy Star" specifications for energy efficiency of vending machines.
c) Assure machines are capable of reading and utilizing either the Blackboard (college ID reader) or a credit/debit reader on machines as determined by the grantor, as a form of payment for products sold in machines installed after the date of execution of this Agreement;
d) Assure credit card vendors maintain Payment Card Industry Data Security Standards compliance;
e) Have the ability to track sales and electronically meter and record all sales records including sales records per machine, vending location, building and floor;
f) Provide vending machine operations 24 hours per day – 7 days per week;
g) Display identification tags, with unique numbers, easily readable by any person

2.1.8 Ensure that the assigned BEP Operator(s) conduct business in a professional manner and according to the applicable law and rules of the BE program. This includes:

a) Complying with the University's method for refunds for lost funds or unacceptable products;
b) Procedure to address University's and customer inquiries and complaints in a timely manner;
c) OOD/BSVI BEP Operator and/or employee of the operator(s) will wear appropriate uniform attire with name tags/College ID, in order to be readily identified as the vending operator(s); and
d) OOD/BSVI's BEP operator(s) and the operator(s) employee, if any, shall observe all University policies with respect to conduct, parking, security/clearance, and traffic regulations defined by University Parking.

2.1.9 Through established channels promptly respond to complaints regarding the BEP operator(s) and/or service provided under this agreement. OOD/BSVI will use methods of correction as established in OAC 3304:1-21 et seq. to remedy the complaint.

2.2 OU/Dublin shall:

2.2.1 Grant BSVI, through its Business Enterprise Program, rights to the sale of any prepackaged items in the operation of site installed vending machines on the OU Dublin campus.

2.2.2 Provide electric and data connections at wall locations to operate vending equipment at no cost to BSVI or the assigned operator.

ARTICLE III: TIME OF PERFORMANCE

3.1 The services as stated in Article II, Scope of Services, shall be commenced on August 1, 2014 and shall continue through June 30, 2015 and automatically renew each July 1st thereafter under the same terms and conditions. Any changes to the terms and conditions of this Agreement must be made in writing and executed by each party.

3.2 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (O.R.C.) Section 3517.13, O.R.C. Section 127.16, or O.R.C. Chapter 102.

ARTICLE IV: COMPENSATION

No compensation is required or provided for between the parties – OU/Dublin and OOD/BSVI under this agreement. Compensation to vending operators is strictly derived from vending machine sales and consistent with the rules and regulations of OOD/BSVI BE program.

ARTICLE V: TERMINATION

Either party may terminate this agreement with thirty days written notice. Notwithstanding this provision, priority vending rights established by Ohio Revised Code 3304.33 and 3304.34, and Federal Statute 20 USC §107 would continue.

ARTICLE VI: NONDISCRIMINATION

OOD/BSVI agrees that neither it nor its vending operator(s) shall discriminate on account of race, color, religion, sex, age, disability, national origin, ancestry, veteran status, sexual orientation or gender identity.

ARTICLE VII: DRUG FREE WORKPLACE

OOD/BSVI agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its vending operators, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE VIII: ENTIRE AGREEMENT/WAIVER

8.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

8.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

8.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE IX: NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

ARTICLE X: HEADINGS

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XI: SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE XII: CONTROLLING LAW

This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

ARTICLE XIII: EXECUTION

This Agreement is not binding upon the parties unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

Brian Thompson, M.Ed.
Director, Operations & Academic Support
Ohio University

10-6-14
Date

Melinda L. Duncan
Melinda Duncan
Deputy Director of BSVI
Opportunities for Ohioans with Disabilities Agency

10.14.14
Date

EXHIBIT A

Vending Locations:

- OU Dublin Campus

  Building 1 - List as 6775 Bobcat Way 1st Floor*
  Vend snack and cold beverages

  Building 2 - List as 6785 Bobcat Way 1st Floor*
  Vend snack and cold beverages
  *Floor locations determined with OU/Dublin advisement