

# **Ohio** | Opportunities for Ohioans with Disabilities

## **Bureau-Grantor Agreement Between the Opportunities for Ohioans with Disabilities Agency/BSVI And Opportunities for Ohioans with Disabilities Agency**

**THIS AGREEMENT** is made and entered into effective upon full execution by and between the Opportunities for Ohioans with Disabilities Agency/Bureau of Services for the Visually Impaired Business Enterprise Program (hereinafter "OOD/BSVI"), 400 E. Campus View Blvd., Columbus Ohio 43235 and Ohioans with Disabilities Agency (hereinafter "OOD"), 400 East Campus View Boulevard, Columbus, OH 43235.

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 OOD 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. OOD 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 OOD 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, 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 OOD 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 to provide vending services to all suitable OOD Office locations throughout the State of Ohio.
- 2.1.2 Operate facilities based on hours of operation specific to locations as designated by OOD. Any subsequent change in hours will be mutually agreed to in writing.
- 2.1.3 Install and maintain vending machines located on OOD premises. All machines, items and money shall remain the property of OOD/BSVI.
- 2.1.4. Require its licensed operator to provide for sale snacks, hot and cold beverages, and limited cold food options. Products options will vary by location based on the suitability of each OOD office. Any items supplied in the OOD/BSVI vending machines shall not extend beyond the freshness expiration dates. OOD/BSVI shall service its vending machines and other OOD/BSVI owned equipment as business dictates and shall remove any damaged or past date items.
- 2.1.5 Be responsible for the cleanliness and sanitation of all machines.
- 2.1.6 Remove daily any refuse caused by the stocking and maintenance of machines.
- 2.1.7 Ensure that the assigned OOD/BSVI operator will conduct business at the location in an efficient, customer-friendly, and professional manner. This includes:
  - a) Formal method for refunds for lost funds or unacceptable products;
  - b) Procedure to address customer inquiries and complaints in a timely manner;
  - c) Operator and/or employees of the operator will wear uniform attire with name tags, in order to be readily identified as the vending operator;
  - d) Operator and the operator's employees, if any, shall observe all policies with respect to conduct, parking, security/clearance, and traffic regulations;
  - e) OOD/BSVI and the Operator will meet periodically with OOD designated staff to review:
    - i. Service level;
    - ii. Upcoming changes;
    - iii. Building renovation/closure;

- iv. Building population shifts;
- v. Special events;
- vi. Other (i.e. changes in OOD policies).

2.1.8 Through established channels promptly respond to OOD complaints regarding the BE Operator and/or services provided under this agreement. OOD/BSVI will use methods of correction as established in section 3304:1-21 of the Ohio Administrative Code to remedy the complaint.

2.2 OOD shall:

- 2.2.1 Grant OOD/BSVI, through its Business Enterprise Program, exclusive rights to all food and vending services in all suitable OOD office locations throughout the State of Ohio. (Buildings and/or locations may be listed in an Exhibit if attached hereto).
- 2.2.2 Shall notify OOD/BSVI of any future food and vending service opportunities to comply with Ohio Revised Code Sections 3304.28 et seq.
- 2.2.3 Provide OOD/BSVI and the operator with a copy of policies with respect to parking, security/clearance, traffic regulations, and any other applicable policies and procedures.
- 2.2.4 Provide all utilities necessary to operate vending equipment at no cost to OOD/BSVI or the assigned operator.
- 2.2.5 Provide pest extermination services.
- 2.2.6 Allow OOD/BSVI operators and vendors to utilize designated loading zones.
- 2.2.7 Provide reasonable, secure and climate controlled storage for food and supplies.
- 2.2.8 Provide reasonable access to sites for OOD/BSVI Operators and Staff to perform duties necessary for successful business operation.
- 2.2.9 Provide OOD/BSVI information in a reasonable and timely manner in regard to building renovation.
- 2.2.10 Provide OOD/BSVI information in a reasonable and timely manner in regard to special events in conference and meeting rooms.
- 2.2.11 Provide OOD/BSVI a central point of contact for correspondence.

2.2.12 Provide reasonable and mutually agreeable space for professional quality advertising of counter, catering and vending services.

2.2.13 Work cooperatively with OOD/BSVI to address and remove underground vending/employee snack shacks that directly compete with OOD/BSVI priority to provide food and vending services.

2.3 OOD/BSVI and OOD shall:

2.3.1 Work cooperatively and take reasonable and appropriate measures to maintain the security of the premises, equipment and inventories assigned to or owned by OOD/BSVI. The foregoing notwithstanding, OOD shall not be responsible in any way to OOD/BSVI for said losses, if any, unless said loss is caused by OOD negligence.

### **ARTICLE III: TIME OF PERFORMANCE**

3.1 The services as stated in Article II, Scope of Services, shall be commenced on the date of last signature on this Agreement and shall continue through June 30, 2014 and automatically renew each July 1<sup>st</sup> 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 - OOD 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.

  
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Kevin L. Miller  
Executive Director, OOD  
Opportunities for Ohioans with Disabilities

  
\_\_\_\_\_  
Melinda Duncan  
Deputy Director, BSVI  
Opportunities for Ohioans with Disabilities

2-21-14  
\_\_\_\_\_  
Date

2-20-14  
\_\_\_\_\_  
Date