

RESULTING AGREEMENT TERMS AND CONDITIONS

The terms and conditions in this document (General Terms, Pricing, and Statutorily Defined Terms) will be incorporated by reference to any resulting agreement with IUC-PG. Please specifically include any rejections to these terms and conditions in your response.

AGREEMENT GENERAL TERMS AND CONDITIONS

Agreement Term and Renewals

The term of the Agreement shall be for three (3) years from September 1, 2023 through August 31, 2026.

After the initial three (3) year term, IUC-PG reserves the right to renew the agreement resulting from this RFP for two (2) additional one (1)-year terms. Any renewal agreed upon shall occur ninety (90) days prior to the expiration of the Agreement then in force. The IUC-PG reserves the right to extend the agreement beyond the normal expiration date if the IUC-PG determines it to be in their best interest and the selected Contractor(s) agrees to the extension.

IUC-PG Purpose

The purpose of the Inter-University Council Purchasing Group (IUC-PG) is to provide an opportunity for IUC-PG member institutions (“Members”) to standardize equipment, reduce costs, improve office functionality and productivity, eliminate redundancy, and create financial and operational efficiencies. IUC-PG acts only as a collective voice of the Member Institutions and cannot legally bind them. Each Member Institution must execute its own agreement with Contractor based on a Master Agreement (each a Participation Agreement, Order Form, or the Notice of Award that incorporates this RFP, the response of the Contractor, and final negotiated terms).

Member Status as Instrumentalities of the State of Ohio

IUC-PG Members are instrumentalities of the State of Ohio. Due to this, in no event will IUC-PG ever agree to:

- i) be legally responsible for third parties;
- ii) indemnify, defend, or hold harmless;
- iii) binding arbitration;
- iv) choice of law in any state other than Ohio;
- v) the confidentiality of anything that is subject to the Ohio Public Records Act;
- vi) give up control of defense or settlement of a claim against University without the approval of the Ohio Attorney General; or
- vii) any other language contrary to Ohio law.

Any Terms and Conditions in the Agreement, or any other terms incorporated or embedded into a resulting Agreement are subject to these limitations.

IUC-PG Administrative Fee

Contractor agrees to provide to the Inter-University Council Purchasing Group (IUC-PG), a Contract Administrative Fee (CAF), to be calculated each quarter (July 1 – September 30; October 1 – December 31; January 1 – March 31, April 1 – June 30), which is equivalent to one-half of one percent (.50%) of the total paid invoice amounts pursuant to this Agreement during the previous quarter. These fees are to

offset the expenses of the IUC-PG in administering this Agreement and are disclosed to and approved by its Members.

This fee shall be sent to and made payable to The Inter-University Council Purchasing Group within 30 calendar days from receipt of invoice. Administrative Fee payments are to be made via the instructions on the invoices. Payment options include eCheck/ACH, credit card, or physical check sent to The Ohio State University, Accounts Receivable at PO Box 182905, Columbus, OH 43218-2905. Failure to submit these fees and reports when due shall constitute grounds to IMMEDIATELY terminate this Agreement but Contractor shall remain liable for any fees due prior to such notification. As a part of the new process, any fees that go unpaid 60+ days after the invoice due date will be sent to OSU collections and will incur an additional fee to be passed on to the supplier.

The Contractor(s) shall also submit quarterly usage reports through the IUC-PG online website. Instructions on how to complete the reports will be provided to the awarded Contractor(s) upon completion of the award.

Assigning/Transferring of Agreement

Contractor may not be assigned agreement without the expressed written consent of the IUC-PG and the participating members.

Amendment; Incorporation; Waiver

This Agreement is between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; ii) refers to the Contract/Agreement; and (iii) is executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties for the subject matter hereof. The waiver by either Party of a breach or a default of any provision of this agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision.

Cancellation/Termination

IUC-PG Cancellation/Termination

Consistent failure by the Contractor to meet the terms and conditions of the Agreement, deemed by the IUC-PG, in its sole discretion, to be a material subject of the Agreement, including, but not limited to delivery, required service levels, quality, and invoice discrepancies, will constitute a default of the agreement by the Contractor. In the event that said default continues for a period of thirty (30) calendar days after the Contractor receipt of notice-of-default from the IUC-PG, the IUC-PG reserves the right to immediately terminate the agreement. Termination shall in no way limit the IUC-PG or its member's rights to recover damages that occur as a result of the Contractor's breach. In addition, either party may cancel a resultant agreement, for any reason, after ninety (90) days from the effective date of the agreement by giving the other party ninety (90) days prior written notice of intent.

Termination resulting from breach of agreement will be cause, at the sole discretion of the IUC-PG, to suspend the Contractor from submitting a proposal on any project at the IUC-PG for a period up to three (3) years.

The IUC-PG Member Institutions may, at any time after the breach, terminate their individual agreement, upon written notice to the Contractor. The IUC-PG Member Institutions may recover all accounting, administrative, legal, and other expenses reasonably necessary for the preparation of the termination of the agreement and costs associated with the acquisition of substitute services from a third party.

If the IUC-PG Member Institutions determine that actual and direct damages are uncertain or difficult to ascertain, the IUC-PG Member Institutions in their sole discretion may recover a payment of liquidated damages amounting to a percentage of the value of the agreement, such a percentage to be determined.

IUC-PG Individual Member Institution Cancellation/Termination

The IUC-PG Member Institutions, in their sole discretion, may provide written notice to the Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than thirty (30) calendar days. During the cure period, the IUC-PG Member Institutions may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

If either party fails to perform any of the requirements of this Agreement or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure such non-performance or violation within thirty (30) calendar days following delivery of written notice of the breach.

Cancellation for Lack of Funding

The resultant agreement may be canceled without any further obligation on the part of the IUC-PG or its member institutions in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Contractor(s) shall be notified in writing of such non-appropriation at the IUC- PG's earliest opportunity.

Force Majeure

If IUC-PG, its member institutions, or the contractor is unable to perform any part of its obligations under this agreement by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this agreement. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercised of ordinary care, and that is beyond the reasonable control of the party.

Guarantee and Warranty Requirements

Contractor shall guarantee all products and installation against any defect in workmanship and/or materials. Full manufacturer's warranty for labor and materials for all equipment proposed, and a comprehensive list of all authorized service centers must be provided by contractor. List to include the company name, location, and telephone number.

Independent Status of the Contractor

The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Agreement, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Agreement and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to

commit, the other party in any manner. The Respondent's subcontractors will be considered the agents of the Respondent for purposes of this Agreement.

Insurance

Contractor shall provide and maintain, until all of their obligations, including any warranty periods under this Project, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the respondent, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained for the Agreement. The IUC-PG and its Member Institutions in no way warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and respondent is free to purchase additional insurance.

1. **Statutory Workers Compensation Coverage** covering all persons employed by Contractor (including subcontractors) in performing the Services under this Agreement and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. Such insurance shall include Employers Liability Coverage with limits of not less than \$1,000,000 per occurrence. Before starting work on this project, the Contractor must send the IUC-PG evidence of Workers' Compensation and Liability Insurance in effect.
2. **Commercial General Liability** insurance coverage shall cover claims for bodily injury, property damage, personal injury, contractual liability, fire legal liability, medical payments coverage, and personal and advertising injury, caused by, resulting from, or arising out of Contractor's acts or omissions in performing the Services under this Agreement and shall include coverage for liability arising from Independent Contractors. Such coverage will also provide coverage for sexual molestation/abuse if Service Provider is interacting with minors. Limits can be attained through the use of the Commercial General Liability insurance policy and/or Excess/Umbrella insurance policy, with minimum limits being:
 - \$3,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Per Occurrence Limit
 - \$1,000,000 Personal and Advertising Injury Limit
 - \$100,000 Fire Legal Liability
 - \$10,000 Medical Payments
3. **Commercial Automobile Liability** providing Bodily Injury and Property Damage for any owned, leased, hired and non-owned vehicles used in the performance of this agreement with a combined single limit of \$1,000,000. Such policy shall designate the state of Ohio and IUC-PG as additional insured as their interests may appear.
4. **Professional Liability (Errors and Omissions) – if applicable**

Policy for licensed or certified professionals, such as accounts, architects, consultants, and investment consultants. Policy shall be appropriate to the Service Provider's profession, and coverage shall be maintained for a period of three-years after agreement term if coverage is on a claims-made basis.

 - \$2,000,000 General Aggregate

- \$1,000,000 Each Occurrence or Claim
5. **Cyber Liability Coverage** with limits of \$5,000,000.00 per claim providing coverage for loss or damage (plus Breach Response or Event Services, including but not limited to notification costs, credit monitoring, public relations expenses, costs to defend claims or actions by state regulators or agencies, fines, penalties, and loss from identity theft) caused by, resulting from or arising out of any data or privacy breach, cybercrime, failure of network security or operation (including loss of data or business interruption).
 6. **Crime** coverage with limits of \$1,000,000 per loss covering loss resulting directly from employee dishonest acts, whether acting alone or in collusion with others.

The Contractor agrees that its insurance policies afforded to the IUC-PG as additional insured shall be primary and non-contributory for its liability caused by, resulting from or arising out of its performing the Services under this Agreement. The above coverage shall be obtained from a financially sound company(ies) with duly licensed or approved non-admitted insurers in the State of Ohio with an "A.M. Best" rating of not less than A- VII, subject to approval by the IUC-PG.

Commercial General Liability and Auto Liability policies shall be endorsed to include the IUC-PG, IUC-PG Member Institution and its governing board, officers, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of Respondent. This must be evidenced on the Certificate of Insurance as well as a copy of the endorsement to Contractor's insurance.

All policies shall contain a waiver of subrogation in favor of the IUC-PG, the IUC-PG Member Institution and its governing board, officers, agents, and employees for losses arising from work performed by or on behalf of the Respondent. Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this project.

The Contractor shall furnish the IUC-PG with a certificate(s) of insurance (ACORD form or equivalent) signed by a person authorized by that insurer to bind coverage on its behalf, verifying the existence of all insurance coverage required under this Agreement within ten (10) days of the signing of this Agreement, and for each renewal policy period thereafter. The IUC-PG is authorized to receive from Contractor at any point during the Agreement period to receive certificates of insurance and applicable endorsements in order to evidence that coverages are being maintained and in effect and that such coverages are being maintained as required.

Contractor will endeavor to provide thirty (30) days prior written notice to the IUC-PG in the event one of the aforementioned insurance policy(ies) is cancelled, voided, suspended, or has a reduction in coverage in breach of the agreed upon limits or coverages.

Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement.

Marketing and Advertising

No contractor providing products or services to IUC-PG shall willfully obtain the name, identifying marks or property of IUC-PG for its own promotional purposes unless expressly authorized by the IUC-PG in writing.

Material Safety Data Sheets

Contractor is required to include material safety data sheets for products if required or requested during the order process by the member institutions.

Member Communication Protocol

Any Contractor serving an IUC-PG agreement shall use the IUC-PG Member Roster found on the IUC-PG website (www.iucpg.com) to communicate with IUC-PG member institutions about their products and services. Any Contractor who violates this Member Communication Protocol may be removed from the IUC-PG agreement at the sole discretion of the IUC-PG and its member institutions.

New Products/Services

New or related product lines/services, not available at the time of proposal, may be added during the course of this agreement with prior approval of the IUC-PG. Requests to add new related product lines/services must be submitted to the IUC-PG Executive Director for prior approval before offerings are made to the member institutions.

Parking

Many IUC-PG member institutions operate under a paid parking system. All Contractor owned vehicles and privately-owned vehicles of Contractor personnel that are to be parked on member campuses must comply with existing parking regulations. If parking permits are required, the Contractor will purchase appropriate numbers of permits from the parking services departments of member institutions. All regulations concerning parking can be obtained from those member institutions. Contractor is to take care that sidewalks are not blocked and all handicap areas are fully accessible.

Permits, Certificates, etc.

The Contractor shall obtain all permits, certificates of inspection, etc. relating to his/her work, and shall pay all charges connected therewith.

Performance Bond

If required, Contractor shall, within ten (10) days of the Agreement award, furnish a performance bond in the amount of 100% of the agreement price to an individual member institution.

Product Substitutions

There will be no substitutions of ordered product allowed unless the IUC-PG has first been notified and permission granted.

Rejection of Goods or Services

All goods or services purchased herein are subject to approval by IUC-PG. Any rejection of goods or services resulting because of nonconformity to the terms and specifications of the Contract, whether held by the buyer or returned, will be at the Contractor's risk and expense.

Safety Procedures

The Contractor, its employees, and subcontractors shall comply with the IUC-PG member's safety procedures while on the institutions' premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to the Contractor prior to the commencement of work on the institutions' premises.

Sales Representative

The Contractor will provide the name and telephone number of the company sales representative who may be contacted Monday through Friday 8 am to 4 pm (EST), exclusive of holidays.

Company representative shall have primary responsibility for processing and correcting all breaches of this Contract and shall be authorized to accept emergency and special orders. Contractor must notify the IUC-PG when the regular sales representative is on vacation and identify the individual acting in his/her absence.

Time is of the Essence

Time is of the essence in completing this work for this Agreement. Any breach of the terms of this Agreement, including, but in no way limited to the time period of performance, will be just cause to terminate the Agreement without prior notice to the contractor. Termination resulting from breach will be cause, at the sole discretion of the IUC-PG, to suspend the Respondent from proposing on any project at the IUC-PG for a period of up to three (3) years.

Training

If this agreement includes software, the pricing of software and services for purchase by IUC-PG Member Institutions under this Agreement includes, at a minimum, and without additional cost, training by Contractor on its specific products purchased by the IUC-PG Member Institutions. Training shall be provided for each product either on-site or remotely for up to twenty employees of each IUC-PG Member Institution, per each year of the Term of this Agreement. Contractor and individual IUC-PG Member Institutions may negotiate other free or discounted training scenarios above the minimum free training offered in this Section through their individual purchase agreements.

Use of Designs, Data, Etc.

The Contractor agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by the IUC-PG or its Member Institutions and use such items only in the production of items awarded as a result of this Agreement and not otherwise, unless the IUC-PG or its Member Institutions written consent is first obtained. Upon demand or completion of resultant purchase order, the Contractor shall return all such items to the IUC-PG or its Member Institutions or make other disposition thereof as may be directed or approved by the IUC-PG or its Member Institutions.

PRICING

Pricing and Price Adjustments

Pricing shall remain firm for the initial term of the agreement unless specifically addressed and agreed to by the IUC-PG. Prices will not be granted which include additional Contractor markup. Price reductions shall be passed on at any time to the IUC-PG members when and as they occur whether due to incentives, term incentives, rebates, etc.

The IUC-PG will review requests for price increases for any of the extension years. Price increase requests must be submitted at least sixty (60) days prior to the anniversary date in writing and will be considered by the IUC-PG if based on an industry-wide situation and only once per year on the anniversary date. Contractor will be required to supply documentation of that industry-wide situation to the IUC-PG Executive Director for approval at least 60 days prior to the start of the new agreement year before they go into effect. Requests for price increases may result in cancellation of the agreement, or specific items from the agreement. The Contractor must honor original pricing on all purchase orders

mailed prior to the effective date of the approved increases. Any price change granted will be in a written addendum format. Discounts must remain firm for the term of the agreement.

Audits

The IUC-PG reserves the right to perform audits as often as it deems necessary with advance notice. The IUC-PG will utilize all invoicing and documentation which relates to the IUC-PG's final cost.

The company to be audited must provide access to files and information necessary to validate cost data and assist in the performance of each audit. Audit discrepancies must be resolved to the satisfaction of IUC-PG. IUC-PG reserves the right to terminate the partnership at any time if the audit results are not resolved to meet the requirements of IUC-PG.

The Contractor on this agreement will be required to cooperate with any outside auditor employed by the IUC-PG, an IUC-PG member or an auditor employed by an IUC-PG member, for the sake of monitoring that the Contractor is complying with the terms of this agreement. If discrepancies are found and they appear to be unintentional, the Contractor will correct the situation and return any overpayments that may have been made by any IUC-PG member. Any appearance of intentional wrongdoing by the Contractor will be cause for the immediate cancellation of any agreement entered into by IUC-PG and the Contractor and the difference of overpayment shall be reimbursed to that institution.

Boards of Trustees Approvals

Should the total potential spend of the agreement, inclusive of all possible renewals, exceed or appear to exceed \$1 (one) million, the use of this Agreement by individual IUC-PG member institutions will be pending certain IUC-PG member institutions' Boards of Trustees approval at their next scheduled meeting and appropriate contract review, approval, and execution pursuant to applicable member policies.

Freight/Delivery Terms

All prices quoted must be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the Respondent, prices quoted shall include all charges for transportation, packaging, crate containers, etc., necessary to complete delivery on an F.O.B. Destination, Freight Pre-Paid and allowed basis. Contractor shall retain title and bear the risk of any loss or damage to the items purchased until they are delivered at the specified F.O.B. point and upon such delivery, title shall pass and Contractor's responsibility for loss or damage shall cease except as resulting from Contractor's negligence or failure to comply. Passing of title upon such delivery shall not constitute acceptance of the items by Members.

Invoicing

Contractor invoice(s) must match the resultant member institution's purchase order on a line-by-line basis. The invoice must be identical in terms of cost; units specified; quantity ordered; and item descriptions. Unless specifically exempted, unit prices must be entered and item total extended on each invoice.

Orders, Delivery, and Billings

Orders will come from the member institutions as the need occurs. Delivery must be as specified in the RFP response and/or as directed by the member institution. Billing must also be as directed by the member institution. Continued failure to meet delivery requirements is cause for cancellation of the agreement (Uniform Commercial Code Section(s) 2-712 and 2-713).

Payment Terms and Cash Discounts

IUC-PG member institutions will endeavor to use any cash terms offered, and these could be considered in determining the final net price depending on the discount period.

In the event that IUC-PG member institutions are entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Agreement, but the invoice does not reflect the existence of a cash discount, the IUC-PG member institution is entitled to a cash discount with the period commencing on the date it is determined that a cash discount applies.

No additional fees for credit use will be accepted.

Sales Tax

Most IUC-PG member institutions issuing the purchase orders for this agreement are instrumentalities of the State of Ohio and may be exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate will be furnished by the member upon request.

STATUTORILY DEFINED TERMS AND CONDITIONS

The following Terms and Conditions are defined by Ohio and Federal law and must be adhered to by the successful respondent(s).

Americans with Disabilities Act as Amended

Contractor working with the IUC-PG and its members must comply with the Americans with Disabilities Act as Amended (ADA-AA) and other applicable State of Ohio and Federal standards such as the Rehabilitation Act of 1973 regarding accessibility and disability. The IUC-PG's goal is to ensure that products and services are functionally accessible to individuals with disabilities. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use.

There are multiple approaches to providing equally effective and substantially equivalent ease of use. A product will be considered to have met this standard based on processes that may include a review by the IUC-PG member institution or the Contractor demonstrating that the work clearly meets the appropriate accessibility standards, etc. Where applicable, your proposal shall identify how the product or service addresses accessibility to individuals with disabilities including but not limited to the following: blind/low vision, deaf/hard of hearing, dexterity or fine motor skill impairments and individuals with limited mobility.

Accessibility and Americans with Disabilities Act (ADA) Sections 504 and 508

Contractor acknowledges and understands that any [s/Software and/or h/Hardware under this Agreement] must comply with the Americans with Disabilities Act ("ADA"), 42 U.S.C. 12101 et seq. and Sections 504 and 508 of the Rehabilitation Act 29 U.S.C. 701 et seq. as those laws apply to the Member Institutions and meet current Web Content Accessibility Guidelines set forth by the World Wide Web Consortium (W3C).

Contractor acknowledges and warrants that Software conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If Software does not fully conform to WCAG 2.0 A and AA, Contractor shall

advise IUC-PG Members in writing of the nonconformance prior to execution of any Agreement and shall provide the IUC-PG Member with a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in an IUC-PG Member's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by the contracting IUC-PG Member.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or an IUC-PG Member otherwise identifies an issue related to accessibility of the Software (the "Accessibility Issue") that renders the application inaccessible, then the IUC-PG Member shall notify Contractor of non-compliance. Within 30 days of Contractor receipt of a non-compliance notice ("Notice"), Contractor and the IUC-PG Member shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should [Contractor]:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Contractor shall indemnify, defend, and hold the Member Institution, the IUC-PG and their respective trustees, employees, students, agents, and servants harmless from all fines, penalties, expenses or awards related to any claims, including requests for accommodations concerning administration of the [s/Software and/or h/Hardware under this Agreement] including but not limited to ADA compliance. Contractor agrees to promptly address and resolve any complaint related to compliance with ADA accessibility requirements of the [s/Software and/or h/Hardware under this Agreement] that has been identified and brought to the attention of the Contractor. Contractor agrees that Contractor's failure to comply with this Provision is a material breach of this Agreement and shall be grounds for termination of this Agreement by the contracting IUC-PG Member.

Boycotting

Pursuant to R.C. 9.76(B) Contractor warrants that Supplier is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Agreement period.

Buy America

Proposals will be evaluated to determine that a respondent's offering is for a "domestic source end product", as defined in the Federal Buy America Act, 41 U.S.C.A., section 10a-10d. Any respondent's offering that does not meet this requirement shall be rejected, except in those circumstances where a determination has been made that certain articles, materials, and supplies are not mined, produced, or manufactured in the U.S. in sufficient and reasonably available commercial quantities and of satisfactory quality.

Buy Ohio

Sections 125.09 and 125.11 of the [Ohio Revised Code](#) require that in the evaluation of proposals, IUC-PG member universities give preference to products which are "mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill, or other services constitutes no less than 25% of the manufactured cost", or products offered by respondents who have a "significant Ohio presence," defined to mean that the respondent:

- Pay required taxes to the state of Ohio; and are registered and licensed to do business in the state of Ohio with the Office of Secretary of State; and have ten or more employees based in Ohio, or seventy-five percent or more of their employees based in Ohio.

Campaign Contributions

Company hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

Choice of Law

This Request for Proposal and any agreement entered into as a result this solicitation will be governed by and construed in accordance with the laws of the State of Ohio.

Compliance with Law

Respondent warrants that both in submission of its proposal and performance of any resultant purchase order or Agreement, the Respondent will comply with all applicable Federal, state, and local laws, regulations, rules, or ordinances.

To the extent Contractor's performance under this Agreement for any Member Institution involves access to confidential information including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, "Protected Information") that is subject to state or federal law/rules restricting the use and disclosure of such information, including, but not limited to; the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); and the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); the Payment Card Industry Data Security Standards, Contractor agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of such Protected Information. Contractor agrees to include all these terms and conditions contained in all its subcontractor or agency agreements providing services under this Agreement.

As instrumentalities of the State of Ohio, IUC-PG Members are required to abide by Ohio law. The State of Ohio requires that both parties recognize and agree to the provisions in Ohio Revised Code. All Ohio Revised Code (O.R.C.) provisions are available at codes.ohio.gov/orc.

Conflicts of Interest and Ethics Compliance

No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest.

Company represents, warrants, and certifies that it and its employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-015. Respondent further represents, warrants, and certifies that neither Respondent nor any of its employees will do any act that is inconsistent with such laws and

Executive Order. The Governor's Executive Orders may be found by accessing the following website: <http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

Data Security Requirements/PCI Compliance

If any product or service has involvement in creating, storing, processing, transmitting, or accessing IUC-PG member institution data or handling financial transactions and any data is to be removed by, accessed from, copied to, or created within systems that do not reside within the geographical boundaries of IUC-PG (the State of Ohio), then IUC-PG Member Institutions may require additional security questionnaires to do business with them. If an NDA is required for the disbursement of any of this information, the Contractor shall provide a copy of the NDA to the requesting member institution.

Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization

Contractor hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization 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 'Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.' Contractor further represents and warrants that it has provided or will provide such to Agency prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Contractor shall immediately repay to Agency any funds paid under this Agreement.

Drug-Free Safety Program

The selected Respondent must be enrolled in, and in good standing with, a Drug-Free Work Place Program approved by the Ohio Bureau of Workers' Compensation at time of Agreement execution with each participating IUC-PG member. They also must comply with Ohio Revised Code Section 153.03 regarding it and any subcontractors' drug-free workplace program requirements.

Successful respondent(s) agree(s) to comply with all applicable state and federal laws regarding drug – free workplace and shall make a good faith effort to ensure that all its employees, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Equal Employment Opportunity

IUC-PG member institutions are Equal Opportunity Employers and as such makes the following request: The Respondent, in submitting a proposal and /or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, gender, age, sexual orientation, national origin, disability, or identity as a disabled veteran or veteran of the Vietnam era to the extent required by law. The Respondent must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring nondiscrimination in employment, as herein specified. This covenant is required pursuant to Federal executive orders 11246 and 11375 and any breach thereof may be regarded as a material breach of the agreement or purchase order. Additionally, Respondent must comply with the following:

The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. 2000e et seq., which prohibits discrimination in employment because of race, color, religion, sex, or national origin. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq. and 45 C.F.R. 84.3(J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified individuals with disabilities in the access to or participation in federally funded services or employment. The Age Discrimination in Employment Act of

1967, as amended, which generally prohibits discrimination based upon age. The Equal Pay Act of 1963, as amended, 29 U.S.C. 206, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

Executive Order Banning the Expenditure of Public Funds on Offshore Services

The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract and shall perform no services required under this Agreement outside of the United States. The Executive Order is available at the following website: https://procure.ohio.gov/PDF/EO2019-12D/Executive_Order_2019_12WEB.pdf.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

Extended Payment Clause

The IUC-PG may, upon written notice to the Respondent receiving the Agreement, may suspend or terminate the unpaid balance of this Agreement, if the Ohio General Assembly, in a subsequent biennium, fails to appropriate funds making possible the continuation of such payment.

Federal, State, and Local Laws

The Respondent shall, in submission of this proposal and performance of any resultant purchase order or agreement, the Respondent will comply with all applicable federal, state, or local laws, rules, regulations, and ordinances, and each party shall hold IUC-PG harmless from any liability from failure of such compliance.

Findings for Recovery (Ohio Revised Code Section 9.24)

Ohio Revised Code (O.R.C.) Section 9.24 prohibits the State from awarding an Agreement to any offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, offeror warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under O.R.C. 9.24, prior to the award of any Agreement arising out of this RFP, without notifying the IUC-PG and its members of such finding.

Indemnification/Hold Harmless

It is understood that the Respondent, if awarded an Agreement, agrees to protect, defend, and save harmless the IUC-PG, its professional staff, and the participating member universities from any suits or demands for payment that may be brought against it for use of any patented material, process, article, or device that may enter into the manufacture or construction, or form a part of the works covered by either order or Agreement.

Respondent shall indemnify and hold each participating IUC-PG member institution harmless from and against all claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature (including without limitation reasonable attorney’s fees), arising out of any alleged breach of any respondent’s obligations or warranties or from any other acts or omissions of contractor, its officers, agents, employees, and subcontractors.

Minority Business Participation

The IUC-PG has a goal consistent with the IUC-PG of Ohio legislative mandate to help members procure a percentage of its goods and services from IUC-PG Certified Minority Contractors (CMS) and/or

Encouraging Diversity Growth and Equity (EDGE) Contractors. To help the IUC-PG and participating universities in this effort. Respondents are asked to confirm their MBE, EDGE, or other certification eligibility or that of any subcontractors in their response package.