



University of West Georgia
STANDARD
TERMS AND CONDITIONS

If no written Agreement, specific to all of the goods and/or services described on Purchase Order has been executed, Supplier acknowledges and hereby accepts the terms and conditions set forth below:

1. Supplier agrees to be bound by the State of Georgia's contracting laws including, specifically, O.C.G.A 50-5-64.1.
2. Supplier shall transfer and deliver to University of West Georgia (UWG), all of the goods and/or services described herein for the consideration set forth herein.
3. Delivery shall be made to the address listed on the Purchase Order and within the time specified.
4. Risk of loss of the goods shall pass to UWG upon acceptance only.
5. Title to the goods shall remain with Supplier until acceptance by UWG.
6. Supplier warrants that the goods are merchantable and as described herein.
7. UWG shall have the right to inspect the goods at the time and place of delivery.
8. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
9. No right or interest in the contract shall be assigned by Supplier without the written permission of UWG and the Department of Administrative Services, and no delegation of any obligation owed or of the performance of any obligation by Supplier shall be made without the written permission of UWG and the Department of Administrative Services. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. This agreement shall be governed in all respects by the laws of the State of Georgia.
11. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax.
12. This issuance of this order does not and will not violate the provisions of sections 45-10-20 et. seq. of the Official Code of Georgia Annotated.
13. Any and all cuts, negatives, positives, artwork, plates, engravings, and other materials owned by the UWG or paid for in any UWG printing order shall become and remain UWG property and shall be delivered to UWG upon request.
14. Invoices should be submitted directly to UWG, and this purchase order number should be

shown on each invoice submitted.

- (i) Accounts Payable Email Address: apinv@westga.edu
- (ii) University of West Georgia
Attn: Accounts Payable
1601 Maple Street
Carrollton, GA 30118

15. In the event that this order is issued with an attached Entity Contract or Standard Entity Agreement, the terms and conditions of such latter document shall govern in the event of any conflict with these terms and conditions.

16. Drug Free & Tobacco Free Workplace

The University of West Georgia became a tobacco-free campus on August 1, 2014. This is in accordance with University System of Georgia policy, which states that the use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the USG or its affiliates is expressly prohibited. Tobacco Products are defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes. The policy applies to all employees, students, contractors, subcontractors and visitors and is applicable 24 hours a day, seven days a week, at all indoor and outdoor spaces. Also, all events hosted by UWG or on behalf of UWG shall be tobacco and smoke free. The full policy is available at: <http://www.usg.edu/policymanual/section9/C503>).

The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
- (iii) Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

17. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

18. Prices stated are F.O.B. destination.

19. The Supplier shall perform security clearance background checks on all Supplier's officers, agents, employees, assigned to have access to the University's premises. The University reserves the right to immediately remove any individuals. The University reserves the right to require additional background checks be made on any of Supplier's officers, agents, employees assigned to have access to the University's premises.

Suppliers maintain full responsibility for the actions of their employees and will be fully responsible for enforcing and implementing an appropriate background check requirement which conforms to State, Federal, Local and USG Guidelines. The Supplier will review the results of the background check. The institution should not receive the results of these checks, but only employees that have passed background check should be assigned. The Supplier will indemnify the institution against the actions of Supplier employees.

The level of background check required needs to be sufficient to inform the Supplier if there are any issues in the background of an employee that should disqualify that employee from working on campus for Supplier. Should the Supplier not require a sufficient background check and/or ignore items on a background check and harm should befall UWG and/or our invitees, the Supplier will be held liable for the failure to fulfill this requirement.

20. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the University of Georgia's Non-Discrimination and Anti-Harassment Policy (the "Policy"), all Suppliers who are on State premises or who participate in any University program or activity must comply with the Non-Discrimination and Anti-Harassment Policy.

If Supplier has employees and subcontractors that are on University premises or participate in any University program or activity, Supplier certifies that:

Supplier will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the University System of Georgia Non-Discrimination and Anti-Harassment Policy located at: <https://www.usg.edu/policymanual/section6/C2654>

21. Notwithstanding anything contained herein, the parties acknowledge that the University of West Georgia is required to comply with Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.) with respect to the inspection of all public records not specifically exempted under such Act. The parties agree that a disclosure by the University of West Georgia pursuant to such Act shall not be a violation of the provisions of this Agreement. However, the University of West Georgia will promptly notify Supplier of any Open Records request so it can protect its interests.
22. Supplier shall comply with the University System of Georgia Board of Regents Ethics Policy (Board Policy 8.2.18). The University prohibits any form of discrimination, harassment or retaliation against or by any member of the faculty, staff, administration, student body, volunteers, or visitors based upon race, color, religion, sex, national origin, age, whistle-blower status, disability, gender identity or expression, genetics, or any other characteristic protected by state or federal law. Supplier and Supplier's employees will be required to know and adhere to the Title IX policy.
23. Notwithstanding any other provision herein, in the event that performance of the Agreement shall be prevented or delayed by an act of God, physical disability, or any other cause beyond reasonable control, the parties will be relieved of their obligations with respect to performance. This includes any declaration of emergency at the state or national level which directly impacts the performance of the

Agreement. In addition, this section includes guidance by the World Health Organization and/or Centers for Disease Control and Prevention regarding any state, national or worldwide health emergency.

24. Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that University of West Georgia, as an agency of the State of Georgia, is prohibited from pledging the State's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of University of West Georgia as of that moment. University of West Georgia shall remain obligated to pay for Services performed and accepted by University of West Georgia prior to such termination. The determination of University of West Georgia of the events stated above shall be conclusive.

25. CLERY ACT STATEMENT

If Supplier is providing a physical security related service, when Supplier's personnel are working on University of West Georgia (University) owned, leased, or controlled properties, they are considered Campus Security Authorities by a Federal Law, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). As such, any employee of the company who works at any location that is owned, leased or controlled by the University is required to immediately report any crime reported to him/her to the reporting structure of the institution, which is the University Police Department. The Supplier must add this requirement to the Standard Operating Procedures that are read by the officers and supervisors who work on University owned, leased or controlled properties. Additionally, Supplier must promptly share documentation of all incidents of crime reported to or observed by Supplier's employees while working for the University to assist the University in meeting the records retention requirements of the Clery Act.

26. CLERY ACT NOTICE

The Annual Security & Fire Safety Report is available online at <https://www.westga.edu/cleryact>

The report contains information regarding campus safety and security including topics such as: campus law enforcement authority; crime reporting policies; campus alerts (Timely Warnings and Emergency Notifications); fire safety policies and procedures; programs to prevent dating violence, domestic violence, sexual assault and stalking; the procedures the University will follow when one of these crimes is reported; and other matters of importance related to security on campus. The report also contains information about crime statistics for the three most recent calendar years concerning reported crimes that occurred on campus; in On-Campus Student Housing Facilities; in Noncampus buildings or property owned or controlled by the University or a recognized student organization; and on public property within, or immediately adjacent to and accessible from, the campus. The report also contains fire statistics for any fires occurring in an On-Campus Student Housing Facility during the three most recent calendar years.

If you would like to receive a paper copy of the Annual Security & Fire Safety Report, you can stop by the University Police Department at Row Hall (203 University Drive, Carrollton GA 30118) or you can request that a copy be mailed to you by calling 678-839-6000 or emailing jkeener@westga.edu.