

**New Horizons Computer Learning Center**

**STATE TERM SCHEDULE**

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF INFORMATION TECHNOLOGY  
ENTERPRISE IT CONTRACTING  
30 E. BROAD ST., 39TH FLOOR, COLUMBUS, OH 43215

Index No: STS033  
OAKS Contract ID: 534404  
Category: Training  
Rev Date: 05/19/2015

This state term contract may be used by any state agencies, as well as properly registered political subdivisions, as defined in Section 125.04(B) of the Revised Code. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority. This is not a requirements contract, and no state agency or political subdivision is obligated to make purchases under it.

CONTRACT NUMBER 534404 (6/30/2015) Extended through 12/10/2018

**CONTRACTOR, PRICES, TERM SCHEDULE, ETC.**

**P.O.'s To:**

**Invoices From:**

0000060439  
New Horizons Computer Learning Center  
460 Polaris Parkway  
Suite 150  
Westerville, OH 43082

PO Box 491  
Memphis, TN 38101-0491

**Contractor's Contact:**

Mr. Monte Hartranft Telephone: (614) 798-1000 x 1201 FAX: 614 793 0842 Email: mhartranft@nhcolumbus.com

**Delivery:**

F.O.B. Destination

**Terms:**

Net 30 Days

**UNSPSC CODES:**

All purchase orders placed against this contract shall list the following UNSPSC Codes for the respective items.

86000000 - Education and Training Services

**EFFECTIVE DATE:**

This contract is effective from 5/17/2013 through 12/10/2018, unless extended. Use the contractor's contact information above to obtain information, approved literature, and certification letter.

**APPROVED PRODUCTS/SERVICES:**

Only those vendors, products, and services listed in the price pages, approved by the Department of Administrative Services, may be purchased from this contract. The terms and conditions of this contract may not be modified by any ordering document issued under it.

**Last Addendum:** 3

## State Term Contract Renewal

The State of Ohio, through the Department of Administrative Services (the "State"), located at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio 43215, on behalf of the State of Ohio, and New Horizons Computer Learning Center (the "Contractor") located at 460 Polaris Parkway Suite 150 Westerville OH 43082, entered into a State Term Schedule ("STS") contract (the "Contract") on 05/17/2013.

This is an offer to renew (the "Renewal") that Contract under its renewal provisions. Once this Renewal is signed by both parties, the term of the Contract will be renewed based on the vendor's current State Term Schedule.

- **S&LG based contracts will be extended until June 30, 2017.**
- **GSA based contracts will be extended for the term of the vendors current GSA contract or until terminated by the State.**

On Renewal, the Contract will be modified by replacing its EEO section with the following, new section:

**EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

On Renewal, the Contract will be modified by replacing its Ohio Ethics Law and Limits on Political Contributions with the following new section:

**OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

On Renewal, the Contract will be modified by adding its Security & Safety Rules with the following new section:

**SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

On Renewal, the Contract will be modified by adding its Executive Order 2011-12K with the following, new section:

**GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

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On Renewal, the Contract will be modified by adding the following, new section:

### **REGISTRATION WITH THE SECRETARY OF STATE**

By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

On Renewal, the Contract will be modified by adding the following new section:

### **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT**

3.8.1 It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

3.8.2 Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link:

<https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

3.8.3 Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.

On Renewal, the Contract will be modified by adding the following new section 2.6(g):

**Only labor hours actually worked may be billed by the Contractor.**

All other terms remain the same.

Should the Contractor fail to sign and return two copies of this Renewal to the State by June 30, 2017, or should an authorized representative of the State fail to countersign this Renewal by that date, the Contract will expire at the end of its current term.

TO SHOW THEIR AGREEMENT, the parties have executed this Renewal on the date(s) below.

Contractor

By: [Signature]  
Title: General Manager  
Date: 4-29-15

State of Ohio  
Department of Administrative Services  
Office of Procurement Services

[Signature]  
Robert Blair  
Director

Date: 5/12/15

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

460 Polaris Parkway <sup>suite</sup> 150 Westerville, OH 43082  
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

460 Polaris Parkway <sup>suite</sup> 150 Westerville, OH 43082  
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

460 Polaris Parkway <sup>suite</sup> 150 Westerville, OH 43082  
(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

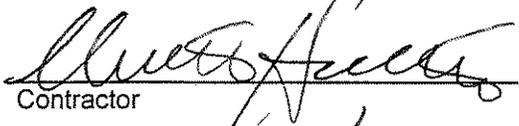
\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By:

  
Contractor

Print Name:

MONTY HARTMAN

Title:

General Manager

Date:

4-29-2015