

## AGREEMENT FOR PURCHASE OF GOODS AND/OR SERVICES

This Agreement is made effective as of \_\_\_\_\_ by and between the Ohio Attorney General, with its principal address of 30 East Broad Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-3414 (the “State”) and \_\_\_\_\_, with its address at \_\_\_\_\_ (“Contractor”). The parties hereto agree as follows:

WHEREAS, Contractor previously entered into a State Term Schedule, Contract # \_\_\_\_\_ (“STS Contract”), with the State of Ohio for the provision of certain goods and/or services;

WHEREAS, the State desires to purchase goods and/or services pursuant to the STS Contract;

WHEREAS, the parties desire that the Terms and Conditions of the STS Contract (the “Terms”) shall govern their contractual relationship for the purchase of such goods and/or services;

NOW THEREFORE, the State and Contractor hereby agree as follows:

1. **Goods and/or Services:** Attached hereto as Exhibit A are the products and/or services to be purchased hereunder from Contractor by the State (“the SOW”). Contractor warrants and represents that the products and/or services being purchased hereunder are within the scope of products and/or services that are identified in the STS Contract.
2. **Compensation:** Set forth in Exhibit A is the price to be paid for the products and/or services being purchased hereunder. Contractor must receive a purchase order from the State prior to filling an order or performing any of the SOW. After Contractor receives a purchase order, Contractor shall submit a proper invoice for the SOW as set forth in the Terms. Each invoice shall contain an itemization of the SOW performed, including dates the SOW was performed and total hours worked, the location or address where the SOW was performed, and the sum due at that time pursuant to this Agreement. All invoices shall contain the Contractor’s name and address and shall reference the Ohio Attorney General’s Office, and list the billing address as 30 E. Broad St., 15<sup>th</sup> Floor, Attn: Finance, Columbus, Ohio 43215. After receipt and approval by the State of a proper invoice, as defined by Ohio Adm.Code 126-3-01(A)(5), and acceptance of the SOW by the State, payment will be made pursuant to Ohio Adm.Code 126-3-01. Unless otherwise directed by the State, invoices should be directed via email to: [invoices@ohioattorneygeneral.gov](mailto:invoices@ohioattorneygeneral.gov).

Contractor represents and warrants that the price to be paid for the SOW does not exceed Contractor’s price list under the STS Contract and that the SOW is being offered to the State at the most favorable price it has made those products and/or services in the SOW available to any other customer within the year immediately preceding the date of this Agreement. Under no circumstances shall the purchase price to be paid hereunder exceed the amount set forth in Exhibit A unless agreed to in writing by the State.

The payment of the purchase price for the SOW is subject to the appropriation and payment provisions provided in the Terms.

3. **Incorporation of Terms and Conditions:** Attached hereto as Exhibit B are the Terms and Conditions of the STS Contract which are incorporated herein by reference. The Terms shall govern the rights, duties, and obligations of the parties under this Agreement. If there is a conflict between this Agreement, the SOW and the Terms, the provisions of this Agreement shall control first, then the Terms, and finally the SOW. For purposes of this Agreement, any provisions relating to the location

of Contractor's business or the location of data or services performed, including requirements related to Executive Orders 2011-12K or 2019-12D, are not applicable.

4. **Relationship of Parties:** It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of the Ohio Attorney General or the State of Ohio, or as public employees for the purpose of Ohio Public Employees Retirement System benefits.
5. **Findings for Recovery:** Contractor warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code ("R.C.") 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the Contractor must immediately repay to the State any funds paid under this Agreement.
6. **Campaign Contributions and Ethics Compliance:** Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors, shareholders nor the spouse of any such person, has made contributions to the campaign of the current Ohio Attorney General in excess of the limitations specified in R.C. 3517.13. Contractor also represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
7. **Boycotting:** Pursuant to R.C. 9.76(B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
8. **Compliance with Law:** Contractor, in the execution of duties and obligations hereunder, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
9. **Confidentiality:** Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the State. Contractor acknowledges that this Agreement is subject to the requirements, conditions and restrictions set forth in IRS Publication 1075 (available at <http://www.irs.gov/pub/irs-pdf/p1075.pdf>), as such publication may be revised, amended or replaced (the "Publication"). The terms set forth in Exhibit C attached hereto are hereby made a part of this Agreement as if fully set forth herein.
10. **Time for Performance:** The services to be provided or performed hereunder shall commence on \_\_\_\_\_, 202\_ and conclude on or before \_\_\_\_\_, 202\_.

As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement will expire no later than June 30, 2021. The State may renew this Agreement on the same terms and conditions by giving written notice prior to expiration, and such renewal shall not extend beyond the expiration of the biennium in which the renewal commences.

11. **Suspension or Termination of Contractor's Services:** The State may, at any time prior to the completion of the SOW, suspend or terminate this Agreement with or without cause by giving written notice to Contractor. In the event that the SOW includes divisible services, the State may, at any time prior to completion of services, by giving written notice to Contractor, suspend or terminate any one or more such portions of the SOW. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the State, furnish a report, as of

the date of receipt of notice of suspension or termination, describing the status of the SOW, including, without limitation, results, conclusions resulting there from, and any other matters the State requires.

Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the State for which Contractor has not rendered services shall be refunded.

In the event this Agreement is terminated prior to the completion of the SOW, Contractor shall deliver to the State all work products and documents which have been prepared by Contractor in the course of providing the SOW. All such materials shall become, and remain the property of, the State, to be used in such manner and for such purpose as the State may choose.

[Insert for ITS staff augmentation] In the event this Agreement is terminated prior to the completion of the SOW, Contractor shall deliver to the State all State materials (electronic and paper-based), State equipment, and work products and documents which have been prepared by Contractor in the course of providing the SOW. All such work products and documents prepared by Contractor shall become, and remain the property of, the State, to be used in such manner and for such purpose as the State may choose. Upon request by the State, Contractor shall also certify the return of all required materials set forth herein and grant a full release of liability to the State for the termination.

Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the State by reason of such suspension or termination.

Contractor may terminate this Agreement upon sixty (60) days' prior written notice to the State.

**12. Background Checks:** For any employees or subcontractors working either onsite at any State location, or via remote access to any State information system, Contractor understands that these employees or subcontractors are subject to a background check conducted by the State. Such a background check may include criminal records, tax records, driving records, verification of academic credentials or degrees. The State may also conduct drug testing or field investigation of certain employees of the Contractor or its subcontractors, if the State believes such action is necessary. The State reserves the right to refuse access to the job site or the information system at any time if the State determines in its discretion that Contractor's employee or subcontractor presents a potential security threat or if there is a change in the results of the background check at any time during the completion of the SOW.

**13. Security:** [Insert if instructed by ITS] Contractor shall require all employees, independent contractors and/or any other consultant performing work for Contractor under this Agreement to complete and submit to the State the [(choose one) Non-Employee Computer Usage, Network Access, Internet Usage and Social Media Policy Contractor Employee Acknowledgement/ Non-Employee Network Access Policy Acknowledgement/Products and Services Standards of Conduct Policy User Acknowledgement] set forth in Exhibit      attached hereto.

[Insert if instructed by ITS for criminal justice information] Contractor acknowledges that this Agreement is subject to the requirements, conditions and restrictions set forth in the Federal Bureau of Investigation, Criminal Justice Information Services Security Policy (available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>). Contractor shall require all employees, independent contractors and/or any other consultant performing work for Contractor under this Agreement to complete and submit to the State the Certification page of the Federal Bureau

of Investigation, Criminal Justice Information Services Security Addendum and Certification set forth in Exhibit [redacted] attached hereto.

[Insert if instructed by ITS for HIPAA] Contractor acknowledges that this Agreement is subject to the requirements, conditions and restrictions set forth in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Rules, codified at 45 C.F.R. Parts 160 and 164 (available at <https://www.hhs.gov/sites/default/files/ocr/privacy/hipaa/administrative/combined/hipaa-simplification-201303.pdf>), as those rules may be revised, amended or replaced. The terms set forth in Exhibit [redacted] attached hereto are hereby made a part of this Agreement as if fully set forth herein.

14. **Safety Precautions:** Contractor shall take reasonable precautions to ensure the safety of individuals doing the Work. Contractor is responsible for designing and implementing its own safety program, including compliance with Occupational Safety and Health Administration regulations.

15. **Drug-Free Safety Program:** Throughout the performance of the Work, Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers’ Compensation (“OBWC”) Drug-Free Safety Program (“DFSP”) or a comparable program approved by the OBWC that meets the requirements specified in R.C. 153.03 (“OBWC-approved DFSP”). As required under R.C. 153.03(E):

Contractor shall require all subcontractors with whom Contractor is in contract for the public improvement to be enrolled in and be in good standing in the DFSP or an OBWC-approved DFSP prior to a subcontractor providing labor at the project site of the public improvement.

Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the DFSP or an OBWC-approved DFSP prior to a lower-tier subcontractor providing labor at the project site of the public improvement.

Failure of the Contractor to require a subcontractor to be enrolled in and be in good standing in the DFSP or an OBWC-approved DFSP prior to the time that the subcontractor provides labor at the project site will result in the Contractor being found in breach of this Agreement and that breach shall be used in the responsibility analysis of the Contractor or the subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.

Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the DFSP or an OBWC-approved DFSP prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of this Agreement and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.

16. **Notices:** All notices to be provided under this Agreement by one party to another shall be made by a) U.S. certified or registered mail, postage prepaid, return receipt requested; b) nationally recognized overnight courier; or c) by personal delivery upon the party to be served the notice to the address first set forth above. Either party may change its address for notices hereunder by sending notice of such change to the other party in the manner set forth above.

*(signatures on next page)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OHIO ATTORNEY GENERAL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Approval as to form:*

By: \_\_\_\_\_

Name:

\_\_\_\_\_  
Assistant Attorney General  
Executive Agencies, Business Counsel Unit

Date: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work**

(For work done at BCI facilities)

[Contractor and all of Contractor's subcontractors are subject to the required Bureau of Criminal Investigation ("BCI") background check processes and may be subject to BCI escort at all times while on the premises of the State. The State reserves the right to refuse access to the job site at any time if the State determines in its discretion that Contractor or Contractor's subcontractor presents a potential security threat or if there is a change in the results of the background check at any time during the completion of the SOW.]

(For construction contracts)

Contractor must comply with all work rules and job site requirements of the State, including parking requirements and obtaining necessary identification to enter the job site. Contractor shall perform the SOW so as not to interfere with, disturb, hinder or delay the operations of the State.

Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures, for safety precautions and programs in connection with the SOW, and for coordinating all portions of the SOW.

Contractor shall provide controls/barriers for vibrations, noise, and dust control in occupied buildings as required by the construction operations.

Contractor shall pay all of the costs and damages associated with the correction of defective work and the recovery of schedule deficiencies.

Upon completion of the SOW, Contractor shall clean the work site, remove waste materials and rubbish attributable to the SOW, and restore the property to its original condition. If Contractor fails to clean up during the progress of the SOW, the State may clean up on behalf of the Contractor and at the Contractor's expense.

Contractor warrants to the State that all materials and equipment furnished under this Agreement shall be new and of good quality unless otherwise required or permitted by the Agreement, that the SOW shall be free from defects not inherent in the quality required or permitted, and that the SOW shall conform to the requirements of the Agreement.

The State may order changes in the SOW without invalidating the Agreement. A change in the SOW shall be governed by a change order in the form of a contract amendment. Contractor shall not proceed with any change in the SOW without the State's prior written authorization. Upon execution of an amendment, Contractor shall perform all changes in the SOW under the applicable provisions of the Agreement and any amendments, and the Contractor shall proceed promptly with the change unless otherwise provided in the amendment. The amendment will govern any changes to the SOW, changes to the fees owed to Contractor, and any changes to the time for completion of the project. By signing an amendment, Contractor irrevocably certifies that the elements of the amendment are completely satisfied, and waives all rights, if any, to seek further adjustment of the fees owed or the time for completion of the project, or both, at a later date with respect to the associated change in the SOW including without limitation on account of the "cumulative impact" of the associated change in the SOW in combination with one or more other changes in the SOW.

**EXHIBIT B**  
**Terms and Conditions**

Available at:  
[\[INSERT LINK\]](#)

(also see attached)

[\[attach terms and conditions\]](#)