

SOPEC Project # _____
SOPEC Purchase Order # _____

Sustainable Ohio Public Energy Council
Contract for General Services

This Contract for General Services (“Contract”) is entered into by and between the Sustainable Ohio Public Energy Council (“SOPEC”), a regional council of government established pursuant to Ohio Revised Code Section 167, and VENDOR (“Contractor”), with a business address of _____, collectively the “Parties,” pursuant to SOPEC’s Procurement Policy.

NOW, THEREFORE, in consideration of the mutual promises herein contained, SOPEC and Contractor agree as follows:

1. Term. The term of this Contract shall commence on XX, 2025 and shall terminate on XX, 2025. For multi-year contracts, SOPEC’s funds are contingent upon the approval of the annual budget by the Board of Directors. If SOPEC’s Board fails at any time to continue funding for the payments or any other obligations due by SOPEC under this Contract, SOPEC will be released from its obligations on the date the funding expires. This Contract may be terminated by SOPEC for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written “Notice of Termination” to Contractor at least fifteen (15) days prior to the date of the intended early termination of this Contract.

1.1. *Non-Exclusivity of Contract*. Contractor understands and agrees that this Contract for the provision of Services is not intended to be, nor shall it be construed to be, an exclusive Contract with SOPEC for the provision of the type of Services set forth in this Contract.

1.2. *Level of Services Requested*. SOPEC is not required by this Contract to request any Services, or a minimum amount of Services, from Contractor.

2. Scope of Services. Contractor shall provide all services as set forth and described in Exhibit A and incorporated herein by reference as if fully rewritten, and such other services as mutually agreed upon in writing (collectively “Services”). Contractor shall perform all Services in accordance with the terms, conditions, and provisions set forth in this Contract and Exhibit(s).

2.1. *Standard of Care*. Contractor shall perform all Services in accordance with professional standards of skill, care, and diligence for Contractor’s profession and in accordance with pertinent provisions of the Ohio Revised Code, the Ohio Administrative Code, federal and/or local statutes, ordinances, rules, and regulations.

2.2. *Acceptance or Rejection of Services*. SOPEC may, in its sole and complete discretion, accept or reject any portion of the Services provided by Contractor. In the event that any portion of the Services is rejected by SOPEC, Contractor shall proceed, upon SOPEC’s request, with correcting any such rejected Services to the reasonable satisfaction of SOPEC. The review or acceptance by SOPEC of any Services performed by Contractor pursuant to this Contract shall not relieve Contractor of its responsibility to perform such Services pursuant to the terms and conditions of this Contract.

3. Contractor Compensation. Pursuant to the rates set forth in Exhibit A and as mutually agreed upon by the Parties in writing, SOPEC shall pay Contractor for the Services performed in an amount not to exceed AMOUNT (\$XXX.00). Compensation shall be inclusive of all costs associated with Contractor providing Services.

3.1. Upon delivery and completion of any particular Service and acceptance by SOPEC, Contractor shall submit to SOPEC an invoice setting forth the date that the Services were rendered, a description and unit costs of the Services provided, and the total amount of compensation sought.

3.2. All invoices should be submitted to SOPEC within sixty (60) days after Services have been rendered and shall state SOPEC's project and purchase order numbers, both of which are set forth on page one (1) of this Contract. SOPEC shall pay such invoice within thirty (30) days of its approval by SOPEC. However, regardless of when payment is made, and notwithstanding any terms set forth on the invoice and/or any other document to the contrary, SOPEC shall never be obligated or liable to Contractor and/or any other party for any late payment or collection costs, fees, or interest charges.

3.3 Notwithstanding any term, condition, or provision set forth in this Contract and/or any other document to the contrary, the total monetary obligation of SOPEC under this Contract shall never exceed the total sum of [AMOUNT] (\$XXX.00).

4. General Duty to Indemnify SOPEC. Contractor shall indemnify and hold harmless SOPEC, its Trustees, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses, including reasonable attorney's fees and other reasonable costs of defense, of any nature, kind, or description, which (a) are caused by or result from the performance of the Services by Contractor, anyone directly or indirectly employed by Contractor, any subcontractor, or anyone for whose acts Contractor is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless, or willful act, error, or omission of Contractor, anyone directly or indirectly employed by Contractor, any subcontractor, or anyone for whose acts Contractor is legally liable. The terms, conditions, and provisions of this paragraph shall survive the termination of this Contract for any reason.

4.1. *Correction, Repair, or Replacement of Insured Losses.* Contractor shall promptly correct, repair, and/or replace any items, work, and/or materials installed as part of the Services and damaged and/or destroyed as a result of an insured loss or damage. Such correction, repair, and/or replacement shall be Contractor's sole responsibility and shall be undertaken and completed at no additional cost to SOPEC.

5. Entire Contract. This Contract and the attached exhibit(s) represent the entire and integrated contract between SOPEC and Contractor and supersede all prior negotiations, representations, agreements, or contracts, either written or oral, between the parties hereto.

6. Effect of Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any terms, conditions, provisions, or sections hereof.

7. No Personal Liability of SOPEC Officials. Neither SOPEC's Board of Directors, either individually or collectively, nor any SOPEC official executing this Contract or any modification hereto shall be subject to any personal liability by reason of such execution.
8. Contract Binding on Successors and Assigns. SOPEC and Contractor each bind themselves, their successors, assigns, and legal representatives to the other party to this Contract.
9. No Third Party Interest. No person or corporation other than Contractor and SOPEC have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision, or covenant herein be construed so as to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Contract.
10. Assignment by Contractor. Contractor shall not assign or transfer any right, title, or interest in this Contract without the prior written consent of SOPEC, which consent may be withheld by SOPEC for any or no reason.
11. Confidentiality. Contractor recognizes that it has a fiduciary responsibility to SOPEC with respect to the performance under this contract, and that this Contract establishes a confidential relationship between Contractor and SOPEC. Accordingly, all Services, including reports, opinions, and information, to be furnished under this Contract are confidential and Contractor shall not divulge such information and/or data, in whole or in part, to any person, other than to duly authorized representatives of SOPEC, except by testimony under oath in a judicial proceeding or as otherwise required by law. Contractor has the responsibility and shall take all necessary steps to ensure that no member of his/her staff or organization divulges any such information except as may be required by law. All reports, working documents, and other documents, whether finished or unfinished, prepared by Contractor as part of the Services pursuant to this Contract shall become SOPEC property. No documents prepared under this Contract shall be made any part of the subject matter of an application for or designation of a copyright made by or on behalf of Contractor or any other person not a party to this Contract unless the prior written consent is obtained from SOPEC.
12. Construction of Contract Terms. If any paragraph, term, condition, or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other paragraph, term, condition, or provision of this Contract, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable paragraph, term, condition, or provision were not contained herein.
13. Negotiation of Contract Terms, Conditions, and Provisions. The parties acknowledge and recognize that each of them participated materially in the negotiation and drafting of this Contract and had access to legal counsel during its negotiation and drafting.
14. Applicable Law; Venue. The laws of the State of Ohio, without regard to its own "choice of law" provisions, shall govern to the exclusion of the laws of any other jurisdiction in the interpretation and application of the terms, conditions, and provisions of this Contract. Any action or proceeding pertaining to this Contract shall be heard in a court of law having appropriate jurisdiction located in Montgomery County, Ohio.
15. Delinquent Tax Affidavit. The Delinquent Tax Affidavit shall be executed contemporaneously by Contractor with the execution of this Contract and is incorporated herein by

reference as if fully rewritten. If Contractor fails to submit a fully executed Delinquent Tax Affidavit, SOPEC shall be authorized to immediately terminate this Agreement without having to provide fifteen (15) days' notice pursuant to Section 1.

16. Contractor is Independent Contractor. Nothing contained in this Contract is intended to be, or shall be, construed to create or establish the relationship of a partnership, joint venture, or other business organization between the parties hereto nor to create an agency, representative, or employment relationship between Contractor or its employees and SOPEC. Neither Contractor nor its employees shall be considered an employee of SOPEC, nor shall they acquire or be entitled to any compensation, rights, benefits, and/or participation of any kind whatsoever offered by SOPEC including, without limitation, participation in the Ohio Public Employees Retirement System, worker's compensation coverage, and/or benefits, medical, and hospital care, sick, and vacation leave, unemployment compensation, disability, and severance pay. If Contractor is an individual utilizing a personal social security number for tax identification purposes or is a business with four (4) or fewer employees, it must complete and submit the OPERS independent contractor acknowledgment form. This form has been provided to Contractor by SOPEC for execution contemporaneously by Contractor with the execution of this Contract, if applicable.

17. Compliance with Law. By executing this Contract, Contractor acknowledges that it is in compliance with all federal, State, municipal, and/or other local laws, ordinances, resolutions, rules, and regulations that govern this Contract and its performance including, without limitation, Ohio Revised Code section 3517.13, divisions (I) and (J).

18. Non-Discrimination. Contractor agrees that during the performance of this Contract, Contractor and any subcontractor shall not discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, creed, military status, or national origin. Contractor and any subcontractor shall not discriminate based upon age, race, color, religion, sex, disability, creed, military status, or national origin in any undertaking related to employment including, but not limited to, such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19. Contract Modification. This Contract may only be modified by a writing signed by the Contractor and SOPEC's Executive Director. Any other change to the terms and conditions of this Contract will not be legally binding, even if signed by another employee of SOPEC, pursuant to SOPEC's procurement policy. Additionally, any written modification to the scope of services must also include the impact to the compensation as provided for in Section 3.

20. Employment Taxes. Each party will be solely responsible for reporting, withholding, and/or paying all employment related taxes, payments, and/or withholdings for its own personnel, including, but not limited to, federal, State and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments, together with any interest and penalties not disputed with the appropriate taxing authority.

21. Sales, Use, Excise, and Property Tax. SOPEC is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on Contractor in connection with the provision of Services, such will be the sole and exclusive responsibility of Contractor, and Contractor will pay such taxes, together with any interest and penalties not disputed with the

appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

22. Drug-Free Workplace. Contractor will comply with all applicable State and federal laws regarding keeping a drug-free workplace. Contractor will make a good faith effort to ensure that all Contractor's employees, while working on SOPEC property, will not have or be under the influence of illegal drugs, alcohol, or abuse prescription drugs in any way.

23. No Waiver. Either party's failure to enforce any provision or term of this Contract shall not be construed as a future or continuing waiver of such provision or term of this Contract.

24. Additional Terms and Conditions. If SOPEC and Contractor have included additional terms and conditions specific to this Contract they are set forth and described in the attached exhibit(s) and incorporated herein by reference as if fully rewritten. In the event of a conflict between the exhibit(s) and the standard terms and conditions provided herein Sections 1 through 27, the standard terms and conditions in Sections 1 through 27 shall prevail.

25. Authority. The signatories to this Agreement hereby represent and warrant that they have the full power and authority to execute this Agreement and to bind the respective parties to this Agreement, as well as the terms, conditions and obligations set forth herein.

26. Signatures. The parties agree that facsimile, electronic, or scanned signatures shall be acceptable and shall have the same effect as original signatures.

27. Effective Date. This Contract shall become effective on the date provided above.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates set forth below.

SOPEC:
Sustainable Ohio Public Energy Council

By: _____
Luke Sulfridge, Executive Director

Date: _____

CONTRACTOR:
[SUCCESSFUL PROPOSER]

By: _____
**Authorized Signature*
Print Name:
Title:

Date: _____

**By signing above, you represent and warrant that you have the full power and authority to execute this Agreement on behalf of the Contractor, and bind the Contractor to this Agreement, as well as the terms, conditions and obligations set forth herein.*

Approved as to Form:

Philip Leppla, General Counsel
Sustainable Ohio Public Energy Council

Date: _____