



Contract Terms and Acknowledgement

Required Contract Terms: In addition to other contract terms, the following terms are required to be part of any contract between the County and a successful Bidder. By submitting a proposal for the County's consideration, Bidder acknowledges and agrees that the following terms shall be part of any contract with the County.

Applicable Laws and Venue

This contract shall be governed by the laws of the State of Ohio. The Revised Code of the State of Ohio, and administrative rules shall be made part of this contract insofar as they apply to the laws of competitive bidding, procurement, contracts, and purchasing.

Any legal action seeking to enforce this contract or that otherwise arises from this contract shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. The U.S District Court for the Southern District of Ohio shall be the exclusive venue for any such action brought in federal court.

Indemnification by Bidder

To the fullest extent allowed by law, the Bidder shall indemnify and hold harmless the County, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from the negligent performance of the contract, or any negligent act or omission, by Bidder, its employees, agents, subcontractors or assigns. Bidder's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the County, its agents or employees are legally entitled.

No Indemnification by County

The County does not agree to indemnify or hold harmless the Bidder, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from or arising under the contract.

Proposal and Contract Information is Public

The Bidder acknowledges that all documents submitted with any proposal may become public documents and shall be subject to Ohio Revised Code Section 149.43, which is otherwise known as the "Ohio Public Records Law". By submitting any document to the County connection with a Proposal or Contract, the Bidder waives any claim against the County and any of its officers and employees relating to the release of any document or information submitted. Furthermore, Bidder agrees and acknowledges that any contract entered with the County, including any attachment or document incorporated by reference, is a public record subject to release pursuant to Ohio Revised Code Section 149.43. Bidder agrees to, and shall, hold harmless the County and any of its officers and employees, from any claim whatsoever arising from or related to the release of any document or information made available to the County in connection with the proposal or contract with the County.

Cyber and Telecommunications Systems Protections

Successful Bidder shall have a plan and adequate resources to address telecommunications and computer systems breach, and shall maintain intrusion detection services and procedures and/or data breaching systems to detect and address "hacking" and "phishing operations" into successful Bidder's telecommunications system, that includes services and systems to detect any unauthorized access to or unauthorized activity on the successful Bidder's telecommunications system, networks, computer systems, and network devices associated with the use of and access to the County's management systems, databases, and County information and data. Successful Bidder will ensure that all intrusion detection measures and data breach systems are maintained and functional on a regular basis. Intrusion detection services and data breach systems shall include, at minimum, network-based intrusion detection and active monitoring of appropriate computer system access logs. Successful Bidder shall notify the County, as soon as reasonably possible, of its detection of any potential or suspected intrusions that may affect the County with regard to disbursement of payments or access to County systems, networks, data, or information. Failure by successful Bidder to provide this notification shall be a breach under the contract. Successful Bidder shall be liable for all costs and damages to the County related to or arising from the breach of successful Bidder's telecommunications systems, networks, or computer systems. Successful Bidder shall provide the County a



historical record of prior breaches of security or intrusions, including all prior incidents of "hacking," that have previously been detected in the successful Bidder's system.

Proposal and Contract Information is Public

The Bidder acknowledges that all documents submitted with any proposal may become public documents and shall be subject to Ohio Revised Code Section 149.43, which is otherwise known as the "Ohio Public Records Law". By submitting any document to the County connection with a Proposal or Contract, the Bidder waives any claim against the County and any of its officers and employees relating to the release of any document or information submitted. Furthermore, Bidder agrees and acknowledges that any contract entered with the County, including any attachment or document incorporated by reference, is a public record subject to release pursuant to Ohio Revised Code Section 149.43. Bidder agrees to, and shall, hold harmless the County and any of its officers and employees, from any claim whatsoever arising from or related to the release of any document or information made available to the County in connection with the proposal or contract with the County.

Termination of Contract for Convenience

The County may terminate the contract at any time by giving written notice to the Bidder of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the contract shall, at the option of the County, become its property. If the contract is terminated due to the fault of the successful Bidder, termination of contract for cause relative to termination shall apply. If the contract is terminated by the County as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the County which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the contract, less payments of compensation previously made.

Taxes

The County and the agencies therein responsible for are exempt from all federal, state, and local taxes. The County will not pay any taxes on supplies or services for from the Bidder. A tax- exempt certificate will be provided to the Bidder upon request.

Non-Discrimination / Equal Opportunity Provisions

Bidder agrees that in the hiring of employees for the performance of work under the Contract Bidder shall not, by reasons of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates. Neither Bidder, nor any person acting on behalf of Bidder, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability, military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

All Bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Bidder shall file a description of the affirmative action program and a progress report on its implementation with the Department of Development.

Legal Compliance

The Bidder agrees to comply with all applicable local, state, and federal laws in the performance of the work pursuant to this Contract including applicable state and federal laws regarding drug-free workplaces. The Bidder shall be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to, Unemployment Compensation insurance premiums, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Bidder in the performance of the work specified in this Contract.

Bidder's Warranty against an Unresolved Finding for Recovery

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Bidder against whom the



Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By submitting a proposal and Bidder’s signature hereto, Bidder 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 contract, without notifying the County of such finding.

If, after the Contract is awarded, it is determined that an “unresolved” finding for recovery had been issued against Bidder prior to the award, the Contract shall be void. Bidder understands that Bidder shall be responsible to the County for any expenditure against the Contract.

Independent Status of the Bidder

The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.

Bidder shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

Proposal of Additional Contract Terms

The Proposal should include any proposed contractual terms that the Bidder intends to request the County to include in the contract. Such terms and conditions shall not conflict with the required contract terms in this Section. If the proposed contractual terms conflict with the required contract terms, the County may reject the Proposal. The County reserves the right, but not the obligation, to negotiate additional terms with the Successful Bidder. The Bidder shall provide on the front page of the proposal and titled as “Conflict with Required Contract Terms” all terms and conditions of the Proposal that conflict with the required contract terms

Acknowledgement:

The undersigned hereby acknowledges that:

The undersigned has read and understands the terms and conditions of the RFP, including the required contract terms.

The undersigned has the lawful authority to sign this document on behalf of the Bidder.

If the Proposal is selected, the undersigned’s signature incorporates the required contract terms into the final contract and shall supersede any subsequent contract terms provided by the Bidder, unless otherwise agreed to by the County.

Signature: _____