

ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

Cuyahoga EITC Coalition Marketing & Communications Consultant

July 2025 – June 2026

PURPOSE

OVERVIEW

- **Summary of Required Services**
 - The Cuyahoga EITC Coalition, led by Enterprise Community Partners, is seeking a consultant to support a comprehensive communications and marketing plan. This plan will build upon existing marketing activities, with the goal to innovate around the following: 1) a broad-reaching public awareness campaign and, 2) an integrated marketing campaign that promotes the Coalition's volunteer opportunities and VITA services during the 2025-2026 tax season.
- **Period of Performance:** July 1, 2025 – June 30, 2026
- **How to Apply:** Applicants must apply through SlideRoom, the submission portal for this funding opportunity.
 - Register for a SlideRoom account: <https://enterprise.slideroom.com/#!/login/register>
 - Apply: <https://enterprise.slideroom.com/#!/permalink/program/83849>
- **Deadline:** 11:59 p.m. Eastern Daylight Time (EDT) on May 30, 2025. **Proposals received outside of SlideRoom or after the deadline will not be accepted.**
- **Questions:** General questions may be submitted to mblue@enterprisecommunity.org until 5 p.m. Friday, May 30, 2025. Questions received after this time and date will not be answered. Enterprise strongly recommends that applicants submit their proposals in advance of the deadline.

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About Enterprise

Enterprise is a national nonprofit that exists to make a good home possible for the millions of families without one. We support community development organizations on the ground, aggregate and invest capital for impact, advance housing policy at every level of government, and build and manage communities ourselves. Since 1982, we have invested \$80.9 billion and created 1 million homes across all 50 states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands – all to make home and community places of pride, power and belonging. Join us at enterprisecommunity.org.

Project Overview

Background

The Cuyahoga EITC Coalition, led by Enterprise Community Partners, is a community-wide effort to connect low- and moderate-income families to opportunity and income. The Coalition achieves this by leading Cuyahoga County's largest Volunteer Income Tax Assistance (VITA) program and supporting asset-building activities that move low- and moderate-income families from financial uncertainty to financial security. The Coalition offers high quality, free tax preparation services at 18 permanent locations and additional community events from January to April each year. The Coalition makes free tax preparation available year-round on a limited basis during May through October. In addition to tax preparation, the Coalition provides referrals to other programs that benefit the health and well-being of working families.

The primary focus area for the Coalition is on those who are claiming the Earned Income Tax Credit (EITC). The EITC is a refundable tax credit that increases the economic stability of low-and-moderate income working families through the provision of tax reductions and wage supplements. The tax credit's primary purpose is to aid employed workers in achieving and maintaining their independence from government assistance by making work more attractive and for raising low-wage earners out of poverty.

The Coalition, with support from its volunteers, partners, and funders, delivers:

- Community Awareness – by creating sufficient knowledge in the community about eligibility for the EITC and other financial and government benefits to reach everyone who qualifies.
- Easy Access – by ensuring everyone eligible for Coalition services has the opportunity to obtain them quickly and simply resulting in the avoidance of costly transaction fees and other expenses.
- Financial Empowerment – by providing recipients of tax preparation services the chance to engage in sound financial practices that build economic security and allows households to achieve the goals they set for themselves.
- Consumer Protection – by delivering financially based services to low-and-moderate income workers that are free of predatory tax preparation and lending practices.
- Economic Development – by offering a service that helps low-and-moderate income workers claim the EITC resulting in millions of dollars spent in local economies.

Since 2004, the Coalition has provided free tax preparation service for 200,000 low to moderate income taxpayers, resulting in over \$270 million in refunds. It is estimated that the average charge for a paid preparer to complete a tax return for a low-income taxpayer is \$400. Since the Coalition offers this valuable service free of charge, it is estimated that the Coalition has helped low-income families save over \$80 million by avoiding tax preparation fees and exorbitant refund anticipation product charges. This is a result of more than 5,000 trained and certified volunteers during the last twenty years.

Scope of Work

The Coalition is seeking a consultant to support a comprehensive Cuyahoga EITC Coalition communications and marketing plan. This plan will build upon existing marketing activities, with the goal to innovate around the following: 1) a broad-reaching public awareness campaign and, 2) an integrated marketing campaign that promotes the Coalition's volunteer opportunities and VITA services during the 2025-2026 tax season.

Increasing public awareness of the EITC and promoting the Coalition's VITA services overlap in many ways. We need to effectively reach those who may be eligible for the EITC and are unaware of it while at the same time, promoting the VITA program in a way that competes with a well-funded marketing and advertising campaign led by paid preparers.

The Coalition has utilized a comprehensive marketing plan, including radio, paid advertisements and social media. We also rely on partner organizations to employ grassroots efforts to promote the EITC and VITA services in their communities. Building upon existing work and collaborating with partner organizations, we need to develop a consistent, culturally competent, and effective message to promote EITC awareness and the Coalition's volunteer opportunities, along with promotion of VITA tax preparation services.

1. Tasks and Activities

• **EITC Coalition Communications Plan**

- **Public Awareness Campaign** - Implement a public awareness campaign aimed at increasing knowledge of the EITC Coalition's goals and objectives. This includes identifying target audiences, key messaging, advertising (digital, print, etc.), and tracking the campaign's effectiveness.
- **Videos/Storytelling** - Produce videos or other storytelling content to highlight personal client and volunteer stories, and the EITC Coalition's impact.
- **Media pitches & inquiries** - Coordinate media pitches to local news outlets, influencers, and other relevant media outlets. Respond to incoming media inquiries and work to secure coverage for the EITC Coalition's initiatives in local publications.
- **Press materials** - Create and distribute press materials, including press releases, fact sheets, and other documents. These materials should clearly articulate the Coalition's objectives and be tailored to the appropriate audience.
- **Website Refresh** – In partnership with our website host, refresh content on the EITC Coalition website to ensure that all content is current, user-friendly, and aligned with the Coalition's communications strategy. This includes updating content and enhancing visual design.

• **EITC Coalition Marketing & Materials**

- **Collateral** - Design and produce marketing collateral, including flyers, postcards, giveaway items and other materials to support the Coalition's initiatives. These materials will be used for both in-person and digital distribution.
- **Social media** - Develop a comprehensive social media strategy for the EITC Coalition, including content rollout, social media posts, community engagement, and paid advertising. This includes managing accounts on platforms such as Facebook, Instagram and X.
- **Integration with Partner Marketing** - Ensure that marketing campaigns are integrated with the Coalition's partner organizations' marketing efforts, including

- individual tax sites. This involves coordinating messaging, design elements, and promotional strategies with on-site staff and teams at community organizations.
- **Partner Toolkit** - Develop a toolkit for partners to help them promote the EITC Coalition's initiatives. This includes flyers, templates, graphics, social media posts, and other resources that partners can use to share messaging with their audiences, toward the goal of both volunteer and client recruitment.
- **Brand Ambassadors** – Manage and cultivate subset of volunteers known as “brand ambassadors.” Brand ambassadors commit to attending community events on behalf of the Coalition, sharing posts on social media, on-the-ground canvassing, and other forms of outreach. The consultant is expected to identify opportunities for outreach and coordinate these opportunities directly with this sub-set of volunteers.

2. Deliverables

- **Marketing & Communications Project Plan: Sept 2025**
 - Plan to include timeline of marketing and communications activities, including deliverables from consultant to the Coalition. The Coalition will provide key program dates to align the strategy to the program’s timeframe.
- **Partner Outreach Toolkit: Oct 2025**
 - Volunteer & Client outreach materials to be approved, packaged and delivered to program partners in October 2025. The toolkit should include materials as described in section 1, with the ability for partners to download, edit and use for individual and organizational promotion.
- **Website Refresh: Dec 2025**
 - Standard annual updates include revisions to text, metrics, photos, and external links, in partnership with our current website host vendor. Once collected, the consultant will work directly with the website host vendor to implement all updates by mid-December 2025.
- **Printed Collateral: Oct – Jan 2025**
 - Printed collateral such as postcards, mailers, flyers and other grassroots outreach to be designed, printed and distributed in accordance with marketing timeline and outreach strategy.

3. Timeline

- **EITC Program Timeline: July 1, 2025 – June 30, 2026**
 - Consultant Onboarding: June – Aug 2025
 - Communications & Marketing Plan: Sept 2025
 - Volunteer Outreach Campaign: Oct 2025 – Jan 2026
 - Website Refresh: Dec 2025
 - Client Outreach Campaign: Dec 2025 – Apr 2026
 - Season Review & Summer Client Outreach: May – June 2026

4. Reporting and Communications

- **Team Communication**
 - The Coalition’s Senior Program Officer will serve as the main point of contact with the chosen consultant. Other Coalition team members may participate in planning meetings, and on an as-needed basis. The consultant is expected to assign a central point of contact from their team with comprehensive knowledge of the progress, timeline and deliverables to communicate directly with the Coalition.

- For any work that is outsourced, the Coalition expects the consultant to coordinate all communications, meetings and exchange of information or materials in a clear and organized manner.
- **Meeting Cadence**
 - Program leads from both the contractor and Coalition team will meet on a regular cadence. Virtual weekly meetings are expected during pre-season planning (Sept 2025 – Jan 2026). During the tax season and post-season wrap up, the meeting cadence will switch to bi-weekly, with the option for additional touchpoints as needed.
- **Ongoing Reporting on Metrics**
 - Reports on campaign progress, including but not limited to social media engagement, outreach activities, advertising reach and website activity should be delivered monthly, along with interpretation of said metrics toward progress to goal. More frequent reporting may be requested during the height of tax season (Jan – Apr 2026) to assess gaps and adjust strategies accordingly. The consultant, as the subject matter expert, should interpret and deliver all reports in a manner that is digestible and aligns with the Coalition’s reporting requirements.

5. Compliance Requirements

See **Attachment 3**.

6. Performance Standards (Optional)

The Cuyahoga EITC Coalition is looking to work in close collaboration with a human-centered consultant to ensure that the outreach campaign resonates with low- to – moderate income families and individuals who are eligible for the EITC and able to take advantage of the Coalition’s free tax preparation services and access to other wealth building tools and programs.

The preferred firm will have:

- Proven experience in development and implementation of public awareness campaigns
- Cultural competency tailored to populations who qualify for VITA services and most likely to be eligible for the Earned Income Tax Credit and Child Tax Credit in the Cleveland and surrounding county service area
- Content expertise in individual and community-level campaigns
- Experience in planning, developing, implementing, managing and evaluating comprehensive communication strategies and plans
- Highly skilled in graphic design, social media promotion, website design, and measurement and interpretation of data
- An established ability to work in collaboration with multiple stakeholders, government partners and officials and community-based agencies and residents
- Experience working on highly visible, dynamic, fast-paced projects with multiple project deadlines occurring simultaneously

Budget

The budget for this contract is \$75,000

- Proposed contract types (e.g. fixed price, cost reimbursement, travel, time & materials, fixed labor rate).
- Budget template to help ensure consistent pricing evaluation.
- Cost/expense requirements or limitations on eligible expenses, if applicable.

[LINK: See Budget Template for additional guidance.](#)

Proposal Materials

Responses should include the following materials:

- Name of Organization
- Organization Address
- Point of Contact Name
- Point of Contact Title
- Point of Contact Telephone number
- Point of contact Email Address
- Qualifications to include the contractor's qualifications to conduct the scope of work activities, expertise, knowledge, and experience. Experience should include examples of conducting similar or related work.
- Narrative of contractor's proposed approach, including:
 - a. The process and specific activities to be conducted to achieve the stated goals.
 - b. A timeline for the activities.
 - c. Milestones and deliverables tied to activities.
 - d. Detail the organization's experience relevant to this project and creating culturally competent messaging to varied target audiences – e.g. public awareness campaigns, working with coalitions and the public sector, etc.
- A detailed budget for each task, along with proposed payment schedule tied to project milestones or deliverables (if applicable). Up to \$75,000.
- Project Budget submission and/or labor rate or price listing of all rates for all individuals who will work on the project (if applicable).
- Full rate card and reference to nonprofit rates or pro bono/matching programs
- Include two client references illustrating successful services provided within the last three years
- Resumes and bios for everyone on the team, including information about experience with similar projects and professional qualifications, with specification of account lead or day-to-day contact.
- Organizational chart
- Include at least two case studies of work and outcomes that specifically address the desired qualifications noted above.

- Provide samples of collateral that demonstrate graphic design capabilities.

Selection Criteria

Applicants will be evaluated on the following characteristics:

Qualifications – 15%

- Agency philosophy and approach
- Management team and Organizational chart
 - Biographies of assigned team members, with specification of account lead or day-to-day contact
- Include at least two case studies of work and outcomes that specifically address the desired qualifications noted above.
- Provide samples of collateral that demonstrate graphic design capabilities.

Approach – 80%

- Proposed budget/Full rate card and reference to nonprofit rates or pro bono/matching programs
- Detailed plan of what agency would accomplish.
 - Communications Plan & Consistent, Culturally Competent Messaging
 - Public Awareness & Community Outreach Strategy
 - Collateral & Mass Marketing Advertisements & Partner Toolkit
 - Social Media / Alternative Modes of Mass Communication & Coalition Partner Integration
 - Refreshed Collateral & Website
 - Reporting & Interpretation of Campaign Results
- Detail the organization's experience relevant to this project and creating culturally competent messaging to varied target audiences – e.g. public education campaigns, working with coalitions and the public sector, etc.

Letters of Support or References – 5%

- In line with the case studies mentioned above, two client references illustrating successful services provided within the last three years.

In addition, Enterprise may contact references to confirm quality of work and a history of responsiveness and good communication skills.

Enterprise will select the proposal which it determines will deliver the highest quality deliverable at the best value. Proposals will be evaluated using the weighted-criteria identified above. The award will be made to the highest scoring applicant.

Enterprise, in its sole discretion, may request proposal interviews or presentations by meeting with any and all applicants to clarify or negotiate modifications to proposals. However, Enterprise reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the applicant can propose.

Submission Instructions

Proposals are due by 11:59 p.m. Eastern Daylight Time (EDT) on Friday May 30, 2025.

Inquiries concerning this RFP should be directed to Marci Blue at mblue@enterprisecommunity.org no later than 5pm EST on Friday, May 30th, 2025.

Proposals must be submitted in SlideRoom by clicking here:

<https://enterprise.slideroom.com/#/permalink/program/83849>

All costs incurred in the preparation of a response to this RFP are the responsibility of the applicant and will not be reimbursed by Enterprise Community Partners, Inc.

By submitting a proposal, applicant commits to the terms and conditions outlined in this RFP. Requests for exception to any terms or conditions must be submitted with the proposal. Enterprise reserves the right to deny requests for exception to any terms and conditions. Requested exceptions will be factored into Enterprise's consideration of award.

Right to Reject

Enterprise reserves the right, in its sole discretion, to reject any and all responses received in response to this RFP. A contract for the accepted response will be based upon the factors described in this RFP.

Confidentiality

If the applicant deems any materials submitted to be proprietary or confidential, the applicant must indicate as such in the relevant section(s) of the response.

Notification of Selection and Timeline

Selections will be made in mid-June with work to start July 1, 2025.

Conflict of Interest

The applicant must disclose, in an attachment to the proposal, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the proposal, the applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the applicant, the applicant's employees or their families' business or financial interests ("interests") and the services provided under the contract. In the event of any change in either interests or the services provided under the contract, the applicant will inform Enterprise regarding possible conflicts of interest, which may arise as a result of such change and

agrees that all conflicts shall be resolved to Enterprise's satisfaction or the applicant may be disqualified from consideration under this RFP. "Conflict of interest" shall include, but not be limited to the following:

1. Giving or offering a gratuity, kickback, money, gift, or anything of value to an Enterprise official, officer, or employee with the intent of receiving a contract from Enterprise or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with applicant's performance of its duties and responsibilities to Enterprise under the contract or otherwise create the appearance of impropriety with respect to the award or performance of the contract; or
3. Currently possessing or accepting during the RFP process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.

Applicable Requirements

Include these for federally funded awards.

Unique Entity ID (System for Award Management)

All contractors receiving federal funds through Enterprise Community Partners, Inc. must have Unique Entity ID issued by the System for Award Management (SAM).

The System for Award Management (SAM) is a free web site hosted by the federal government that consolidates the government-wide award reporting systems into one system. SAM streamlines processes, eliminating the need to enter the same data multiple times, and consolidates hosting to make the process of doing business with the government more efficient. The website and information on how to create a user account is found at <https://www.sam.gov/SAM/>.

To receive an award, contractors must not have active exclusions or delinquent federal debt and may not be currently debarred, suspended, proposed for debarment or declared ineligible for awards by any federal agency.

Federal Funding Accountability and Transparency Act (FFATA)

Contractors must comply (as applicable) with FFATA and provide necessary information to enable Enterprise to comply with FFATA reporting requirements. Please visit <http://www.fsrc.gov> for more information.

High Rate Limitation

Enterprise may not provide reimbursement for payment of the salary of a contractor at more than the daily equivalent of the rate paid for the level IV of the Executive Schedule. For more information on the Executive Schedule, please see the Office of Personnel Management (OPM) website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>. In order to verify this requirement is being met, Enterprise may require additional information regarding a breakout of direct and indirect expenses within budgets and rates.

Attachments

Attachment 1: Enterprise Standard Terms & Conditions

Attachment 2: Contractor Insurance Requirements

Attachment 3: Federal or Program Flow Down Provisions (as applicable)

ATTACHMENT 1

STANDARD TERMS AND CONDITIONS

All capitalized terms used herein, unless otherwise specifically defined in these Standard Terms and Conditions, shall have the meanings ascribed to them elsewhere in the Contract (e.g., on the face sheet).

Conditions to Contracting. As a condition to this Contract being effective, Enterprise must have received (a) a completed and signed W-9 form with a Contractor name that matches the Contractor name on this Contract, (b) ACH or other payment information with an account or payee name that matches the Contractor name on this Contract, (c) a certificate of insurance (ACORD 25) evidencing that Contractor has the insurance coverage required in Attachment 2 (unless otherwise approved in writing by Enterprise), and (d) this Contract signed by all parties.

1. W-9 Form / Federal Tax Identification Number / Name Change.

- a. Contractor certifies that the W-9 form submitted to Enterprise for this Contract is the current W-9 form for Contractor. Payment will be made payable to the Contractor name and Federal Tax Identification number on the W-9 form. Contractor hereby agrees to notify Enterprise immediately upon any change of information on Contractor's W-9 form.
- b. In the event Contractor desires a name change for this Contract or for any payment method because of Contractor's name change, merger, or other circumstance, Contractor must promptly notify Enterprise in writing of the name change. Enterprise will then work with Contractor to obtain the applicable documentation needed by Enterprise to make the change for this Contract. Any name change will be implemented through a Contract amendment signed by Enterprise and Contractor. No payments will be made in a different name without the name change process being completed, including the Contract amendment. If Contractor desires to assign this Contract, see the Section on "Delegation; Assignment" in these Standard Terms and Conditions.

2. Scope of Work and Contractor's Performance.

- a. Contractor's performance must be in accordance with the Scope of Work. Contractor shall render its services in accordance with generally accepted professional standards and practices utilized by persons engaged in providing services of a like nature and complexity and as otherwise required by the deliverables set forth in the Scope of Work (the "Deliverables") and standards set by this Contract. If the performance of the Scope of Work or the quality of the Deliverables does not meet the obligations contained in this Contract, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies. In the instance of poor performance or lack of quality of Deliverable, Enterprise will make good faith efforts to resolve issues with the Contractor prior to proceeding with termination rights or exercising other remedies.
- b. Unless otherwise explicitly approved by Enterprise, Contractor may not engage in lobbying or political activities under this Contract. Generally, lobbying is defined as communications with a legislator or an employee of a legislative body for the purpose of influencing legislation, and the communication refers to a specific piece of legislation and expresses a view on that legislation. Lobbying is further defined as any attempt to influence specific legislation by encouraging the public to contact legislators about that legislation. See Treasury Regulations § 56.4911-2. Political activities are defined as participating or intervening in any political campaign on behalf of (or in opposition to) any candidate for public office. See Internal Revenue Code Section 501(c)(3).

3. Benefits/Insurance. Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, commercial general liability and other insurance coverage, for

Contractor or employees of Contractor. Contractor assumes full responsibility for the provision of all such insurances and fringe benefits for Contractor and all of Contractor's employees. Contractor maintains, and must maintain throughout the term of this Contract, the insurance coverages as set forth on Attachment 2 (unless otherwise approved in writing by Enterprise).

4. Ownership of Deliverables. Contractor hereby agrees and acknowledges that all Deliverables and other documents generated, developed or produced by Contractor under the Scope of Work of this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise (collectively, the Deliverables and other documents, the "Work Products"). Contractor must not reproduce, publish or otherwise use the Work Products or any portion thereof, or allow others to reproduce, publish, or otherwise use the Work Products or any portion thereof, without the prior written consent of Enterprise. Contractor retains all rights of ownership and use over any form documents, models or training materials that are developed independently by Contractor in the normal course of its business and are adapted by Contractor to create the Work Products.
5. Use of Enterprise's Intellectual Property. Contractor shall not use Enterprise's name, logo, trademarks, or any other Enterprise-owned intellectual property for any reason, without the prior written consent of Enterprise.
6. Confidential Information.
 - a. "Confidential Information" is information which a party (the "Disclosing Party"), has identified as confidential or that reasonably should be understood to be confidential given the name of the information and circumstances of disclosure, including, but not limited to: borrower, grantee, subcontractor/contractor or client/customer information; information regarding the Disclosing Party's financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding the Disclosing Party's staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing or orally imparted. The other party (the "Receiving Party") hereby agrees that it will not disclose or divulge the Disclosing Party's Confidential Information or any part thereof to any other person or entity (except to its employees, officers, directors or others who need to have access to the Confidential Information to complete the Scope of Work (each, a "Receiving Party's Representative") or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the Disclosing Party. In the event of disclosure to the Receiving Party's Representative, the Receiving Party is responsible for any breach of confidentiality by the Receiving Party's Representative.
 - b. Upon the request of the Disclosing Party or upon the expiration, cancellation or termination of this Contract, the Receiving Party shall promptly deliver to the Disclosing Party all documents or other materials in the Receiving Party's possession, and all copies thereof, constituting or containing Confidential Information.
 - c. For purposes of this Contract, "Confidential Information" shall not include the following: (1) information which is or becomes publicly available without fault on the part of the Receiving Party disclosing such information; (2) information which is already in the Receiving Party's possession prior to the effective date of this Contract and is not otherwise Confidential Information; (3) is independently developed by the Receiving Party outside the scope of this Contract and without references to Confidential Information; (4) is rightfully obtained by the Receiving Party (and not through the Disclosing Party) from third parties who are not known to the Receiving Party to be subject to a confidentiality obligation and does not otherwise constitute Personally Identifiable Information; or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, *provided, however*, that the party served ("Party Served") with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other party may seek an appropriate protective order or waive compliance with the provisions of this Contract.

d. This Section will survive completion, expiration, cancellation or termination of this Contract.

7. Personally Identifiable Information. Contractor represents, warrants and covenants that, as of the date of this Contract and for the duration of the Period of Performance, Contractor has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein), if any, disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction; and (iii) compliant with any applicable state and territory regulations.

Personally Identifiable Information shall be defined as any information pertaining to an individual that can be used to distinguish or trace a person's identity such as name, email address, home address and phone number. Personally Identifiable Information includes the following, it being understood that this list is not exhaustive and may be defined otherwise under the laws of the applicable jurisdiction:

- Social Security Number—inclusive of the entire number of the last 4 digits;
- Driver's License Number or State ID Number;
- Passport Number;
- Alien Registration Number;
- Financial account numbers;
- Email addresses;
- Phone numbers;
- Image;
- IP address;
- Mother's maiden name; and/or
- Any such information as would reasonably be expected to have the same protection as the foregoing examples in Contractor's industry.

Contractor agrees to keep all Personally Identifiable Information physically within the borders of the United States and the United States Territories. In the event Contractor stores its data outside of the United States and the United State Territories, Contractor (1) must notify Enterprise in writing of such data storage arrangement, including the country, territory or jurisdiction where stored; and (2) represents, warrants and covenants that Contractor (and its data storage contractor(s), if any) is compliant, and shall remain compliant during the Period of Performance, with the Global Data Protection Regulation or any other international privacy laws for data protection that are in force in the country, territory or jurisdiction in which the data is stored. Contractor shall remain liable to Enterprise for the full performance of all obligations under this Section, notwithstanding any arrangement with a data storage contractor.

Contractor shall notify Enterprise of any discovery of a breach of any Personally Identifiable Information security procedures as quickly as possible without unreasonable delay and in no event later than thirty (30) days from the discovery of the breach.

This Section will survive completion, expiration, cancellation or termination of the Contract.

8. Information Security and Audits. Contractor certifies that it is in compliance with industry-recognized standards for information security that are applicable for Contractor's line of business and the tasks associated with the Scope of Work. Contractor shall conduct, at its own expense, regular audits of its information security program in accordance with such standards. In addition, upon request of Enterprise, and no more than once per calendar year unless a security incident has occurred, Contractor shall provide Enterprise with a copy of its most recent independent information security audit report, including, if Enterprise requests, a SOC2 (Service Organization Control Type 2) or equivalent report. If Contractor is not required by law or industry regulations to obtain and maintain an independent information security audit report, Enterprise in its sole discretion can request either: (i) an internal self-assessment audit report based on recognized industry standards; or (ii) a completed Enterprise Third-Party Vendor Management Questionnaire. Enterprise will treat the copy of any such audit as Contractor's "Confidential Information" as defined by the Standard Terms and Conditions and will hold it in accordance with the confidentiality

provisions of the Standard Terms and Conditions.

9. Return of Documents. Upon Enterprise's request upon the completion, expiration, cancellation, or termination of this Contract, subject to payment of all rightfully due compensation, Contractor must deliver or, with Enterprise's consent, destroy all records, notes, data, memoranda, models and equipment, of any nature, that are in Contractor's possession or under Contractor's control and that are Enterprise's property or relate to Enterprise's business (the "Enterprise Materials") and destroy any Enterprise Materials that cannot be delivered back to Enterprise, including, without limitation, Personally Identifiable Information. Contractor may retain Enterprise Materials if required by applicable law, regulation or documented Contractor archival policy or as otherwise authorized or instructed by Enterprise. Upon request of Enterprise, Contractor shall deliver to Enterprise a certificate executed by an officer of Contractor certifying that all Enterprise Materials have been delivered to Enterprise, destroyed or otherwise managed in accordance with this Contract.
10. Right to Audit/Record Retention. Contractor must keep for a minimum of three (3) years from the end date of the Period of Performance (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles. To the extent allowed by law, Contractor's documentation and books of account shall be open for inspection by Enterprise or its auditors with reasonable prior notice to Contractor to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed. Notwithstanding the foregoing, in the instance of a fixed price contract, books of account will not be audited.
11. Compliance with Laws. Contractor shall comply with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to it or the services being provided under this Contract, including without limitation, the data privacy laws of any state in which Contractor shall be providing such services. Contractor shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Enterprise.
12. Non-Discrimination. Enterprise and Contractor and all Contractor's subcontractors shall abide by regulations that prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
13. Compliance with Premises Rules, Practices and Policies. When Contractor or its subcontractor or other agent or representative is physically present on any property of Enterprise in the performance of the Scope of Work, Contractor shall make reasonable efforts to cause its employees, subcontractors or other agents or representatives to become aware of, and be in full compliance with, the property owner's rules, practices, and policies. For example, each person must comply with all applicable rules regarding Covid-19 or other health-related protocols, safety, smoking, noise, access restrictions, parking, security, and consideration for minors (persons under age 18). Contractor is responsible for any breach of this Section by its employees, subcontractors or other agents or representatives.
14. Representations; Warranties; Covenants. Contractor represents, warrants and covenants that:
 - a. Contractor, if it is an entity, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation; if Contractor is an entity and is performing work in a state that is different than the state in which Contractor was organized (the "Foreign State"), Contractor is qualified as a foreign entity to perform work in the Foreign State;
 - b. Contractor has full power, authority and legal right to execute, deliver and perform the obligations of this Contract;
 - c. All authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for Contractor to perform this Contract have been obtained and are, and will remain during the Period of Performance, in full force and effect and are available to Enterprise upon request;

- d. This Contract constitutes a legal, valid and binding obligation, enforceable against Contractor in accordance with its terms;
- e. Contractor has no direct or indirect interest, whether said interest be personal or financial, that would conflict in any manner or degree with the awarding of or performance of this Contract; that no trustee, director, officer or staff member of Enterprise has any actual or potential involvement, interest or relationship in Contractor, either directly or indirectly, , whether said interest be personal or financial, and whether such interest arises by way of a corporate entity, partnership, or otherwise; and Contractor shall immediately notify Enterprise in writing of any potential conflict of interest or any relationship or actions that might give the appearance that a conflict of interest exists.
- f. Contractor represents that it has not knowingly employed individuals or contributed funds to organizations that support terrorism or that are found on any terrorist-related list promulgated by the U.S. Government, the United Nations, or the European Union, including the U.S. Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List. Contractor will not use funds provided under this Contract, directly or indirectly, in support of activities (i) prohibited by U.S. laws related to combatting terrorism; (ii) with or related to parties on the List of Specially Designated Nationals or (iii) with or related to countries against which the U.S. maintains a comprehensive embargo, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by Enterprise in its sole and absolute discretion. Further, Contractor represents that it is not the target of economic or trade sanctions, and Contractor will immediately inform Enterprise if Contractor becomes the target of economic or trade sanctions, including any ownership or control of Contractor by one or more persons on the List of Specially Designated Nationals.

15. Termination.

- a. Termination by Mutual Agreement. This Contract may be terminated at any time by mutual written agreement of Enterprise and Contractor. Such agreement shall specify the termination details including, but not limited to, the termination date, process for submission of completed or unfinished Deliverables, process for return or other disposition of Enterprise Materials, the amount of any mutually-negotiated payment, and, if applicable, the return of amounts advanced to Contractor prior to the termination date for future performance rendered impracticable by termination of this Contract. All obligations which were to be performed as of the termination date are discharged but any right based on prior breach of performance survives.
- b. Termination for Cause. If one or more of the events set forth in this subsection occurs, Enterprise may suspend or withhold payment to Contractor or terminate this Contract and Enterprise may proceed to protect its rights hereunder and seek to compel compliance by Contractor with the terms herein by suit at law or in equity for specific performance of any covenant, term or condition hereof:
 - i. Contractor fails to complete the Scope of Work by the end of the Period of Performance;
 - ii. Contractor fails to deliver any Deliverable or other report required under this Contract when such Deliverable or report is due and such failure continues unremedied for a period of thirty (30) days after Contractor has received written notice from Enterprise specifying such failure; and/or
 - iii. Contractor fails to observe or perform any other material term, covenant or condition contained in this Contract and such failure continues unremedied for a period of thirty (30) days after Contractor has received written notice from Enterprise specifying such default and requiring it to be remedied or, if such failure is not reasonably capable of being remedied within such 30-day period, Contractor has not commenced remedial action and is not proceeding with diligent efforts to remedy such failure.

16. Force Majeure.

- a. No party shall be liable hereunder for any failure or delay in the performance of its obligations under this Contract if such failure or delay is on account of a Force Majeure Event. A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of this Contract impracticable or impossible under the law, in which event the nonperforming party shall be excused from its obligations for the period of the delay.
 - b. Each party maintains an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Should Force Majeure events delay Contractor's completion of the Deliverables and performance commitments, Contractor may be entitled to an extension for the time for completion subject to any supporting funding requirements. Any extension must be approved in writing by Enterprise. Should a Force Majeure event prevent Contractor from completing Deliverables or performing commitments under this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, Contractor and Enterprise shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust Deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event.
17. Use of Subcontractors. If Contractor retains a subcontractor to perform any portion of the Scope of Work, Contractor must first request written approval from Enterprise, such approval not to be unreasonably withheld or delayed. Any such subcontractors must agree in writing to be bound by the terms and conditions of this Contract that apply to the subcontractor's scope of work and deliverables, including but not limited to, Confidentiality, Personally Identifiable Information, Return of Documents, Right to Audit/Record Retention, Non-Discrimination, Compliance with All Laws, and Compliance with Premises Rules, Practices and Policies.
18. Indemnification.
- a. Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its affiliates, officers, directors, employees and agents (the "Indemnified Parties") from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney's fees or loss), relating to or arising out of any third party claims resulting from (a) any breach or alleged breach of any representation or warranty contained in this Contract, (b) any breach or alleged breach of any covenant or other obligation or duty of the Indemnifying Party under this Contract or under applicable law, (c) any infringement of intellectual property, or (d) the gross negligence or willful misconduct of the Indemnifying Party, its affiliates, officers, directors, employees, and agents.
 - b. The Indemnified Party (i) must make good faith efforts to provide timely written notice to the Indemnifying Party of any claim for which indemnification is sought, (ii) permits the Indemnifying Party to fully control the defense of any such claim, provided, however, the selection of counsel requires the Indemnified Party's written consent, such consent not to be unreasonably withheld; (iii) permits the Indemnifying Party to negotiate a settlement, provided, however, to the extent any settlement does not release the Indemnified Party from any and all liability, or admits liability, guilt or fault on the part of the Indemnified Party requires the Indemnified Party's written consent, such consent not to be unreasonably withheld, and (iv) provide reasonable assistance, at the Indemnifying Party's expense, in the defense of such claim as requested.
 - c. The obligations of this Section shall survive the completion, expiration, cancellation or termination of this Contract.

19. Limitation of Liability.

- a. Limitation on Liability by Type. Neither party will be liable to the other party for any indirect damages (including incidental, special or consequential) or punitive damages unless said liability arises from (i) the Confidentiality provisions set forth in this Contract; (ii) the Personally Identifiable Information provisions set forth in this Contract; (c) the Indemnification provisions set forth in this Contract; or (d) a party's gross negligence or willful misconduct.
 - b. Limitation on Liability Amount. Except for liability arising from (i) the Confidentiality provisions set forth in this Contract; (ii) the Personally Identifiable Information provisions set forth in this Contract; (iii) the Indemnification provisions set forth in this Contract or (iv) a party's gross negligence or willful misconduct, the aggregate liability of any Party arising in connection with this Contract, however caused, and on any theory of liability, including without limitation contract, strict liability, negligence and/or other tort, shall in no event exceed the Contract Amount.
20. Nonwaiver. The failure of either party in any instance to insist upon a strict performance of the terms of this Contract or to exercise any option hereunder must not be construed as a waiver or relinquishment for the future performance of such term or option.
21. Relationship of the Parties. Contractor is not an employee, partner, agent of or joint venturer with Enterprise for any purpose. Contractor is and will remain an independent contractor in its relationship to Enterprise pursuant to this Contract.
22. No Third-Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Contract.
23. Amendment. Any Amendment to the provisions of this Contract must be in writing and executed by both parties. In the event an administrative change or correction that does not affect the rights and obligations of Contractor is needed by Enterprise or Contractor (e.g., change in contact information, address or other corrections) (an "Administrative Change"), Enterprise or Contractor, as applicable, will provide notice in writing (email sufficient) to the other party of such Administrative Change.
24. Delegation; Assignment. Contractor shall not delegate any duties or assign any rights under this Contract without the prior written approval of Enterprise, such approval not to be unreasonably withheld or delayed. In the event Contractor desires an assignment of this Contract, Contractor must send a written request to Enterprise and provide background information to support the request. If the assignment is approved, Contractor shall submit to Enterprise all information and documents required by Enterprise, including full legal name of assignee, updated W-9 and ACH/payment information for assignee, any internal assignment documents, or other applicable items. Upon assignment approval and receipt of all required documentation, this Contract will be deemed assigned. No payments will be made to an assignee without the approval and documentation process being completed.
25. Severability. If any provision of this Contract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Contract that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.
26. Parties Bound. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.
27. Notice. Any notice which either party desires to provide the other party under this Contract must be sufficiently given, in writing and delivered to the party's address in this Contract or such other address as a party may specify in writing by (a) hand-delivery, (b) electronic mail, return receipt requested, (c) overnight courier, or (d) certified or registered first class mail, return receipt requested and postage prepaid. The notice shall be deemed to have been received: (a) if hand delivery, on the date of delivery if delivered during business hours on a

business day (otherwise on the next business day), (b) if by electronic mail, on the date of delivery as stated on the return receipt; (c) if by overnight courier, the next business day; (d) if by mail, three (3) business days after mailing.

28. Entire Contract. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Contract, will be valid or binding; and this Contract may not be enlarged, modified or altered except in writing and signed by the parties, except for Administrative Changes.
29. Governing Law; Venue. This Contract must be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland exclusive of its conflicts of law rules. Contractor agrees that any litigation must be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and Contractor consents to the *in personam* jurisdiction of such courts. Contractor irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.
30. Waiver of Jury Trial. CONTRACTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION AS MAY BE SET FORTH IN THIS CONTRACT.
31. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
32. Electronic Signature. The use of an electronic signature ("E-Signature") by any party in executing this Contract shall constitute the legal equivalent of a manual or handwritten signature as if the party signed this Contract in writing. No certification authority or other third-party verification shall be required to validate the party's E-Signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature/s or this Contract.

ATTACHMENT 2 - STANDARD INSURANCE REQUIREMENTS

ENTERPRISE COMMUNITY PARTNERS, INC.

If Contractor is not certain about the insurance requirements, Enterprise suggests that Contractor provide this information directly to Contractor's insurance provider to ensure exact coverage.

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI
- Named Insured must be Contractor's full legal name
- Policy must be current, not expired, and include all endorsements
- ACORD 25 or other similar certificate must be signed by an authorized representative of the insurance carrier
- **Additional Insured (as required below) must appear as:**

ENTERPRISE COMMUNITY PARTNERS, INC.

70 Corporate Center

11000 Broken Land Parkway, Suite 700

Columbia, MD 21044

<p>Certificate of Insurance (ACORD 25) evidencing Contractor's <u>Commercial General Liability Insurance</u></p>
<ul style="list-style-type: none">• in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate• naming Enterprise as an <u>Additional Insured</u> as listed above
<p>Certificate of Insurance (ACORD 25) evidencing Contractor's <u>Professional Liability</u> (also known as Errors and Omissions coverage)</p>
<ul style="list-style-type: none">• in an amount not less than \$1,000,000 per claim
<p>Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor's <u>Worker's Compensation Insurance</u></p>
<ul style="list-style-type: none">• in amounts consistent with state statutory requirements for Contractor
<p>Certificate of Insurance (ACORD 25) evidencing Contractor's <u>Auto Insurance</u></p>
<ul style="list-style-type: none">• in amounts not less than \$1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the Commercial General Liability policy• naming Enterprise as an <u>Additional Insured</u> as listed above

If Contractor does not carry the required insurance as listed above, Contractor must notify the Enterprise

contact for the Contract to discuss options. Certificates evidencing such insurance must also be submitted to Enterprise as policies renew during the term of this Contract. Upon completion or termination of the Contract, Contractor should notify its insurance provider that it may cease sending evidence of such insurance to Enterprise.

ATTACHMENT 3

ADDITIONAL PROVISIONS

These Additional Provisions are required by the Cuyahoga County Agreement (“County Agreement”) entered into as of July 1, 2024, between the Cuyahoga County Ohio (the “County”) and Enterprise Community Partners, Inc. (“Enterprise”) and are incorporated by reference into this agreement executed by and between Enterprise and Subcontractor (the “Contract”). Subcontractor must also perform in a manner that allows Enterprise to be compliant with its obligations under the County Agreement. These Additional Provisions cannot be modified or waived.

1. INDEMNITIES AND LIABILITIES

1.9 Warranty. SUBCONTRACTOR HEREBY WARRANTS THAT THE SERVICES WILL NOT INFRINGE, MISAPPROPRIATE OR VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; THE SERVICES WILL BE PERFORMEED IN A PROFESSIONAL AND WORKMANLIKE MANNER, CONSISTENT WITH INDUSTRY STANDARDS; THE SERVICES WILL BE PERFORMED IN STRICT ACCORDANCE WITH THE HIGHEST STANDARDS OF CARE, SKILL, DILIGENCE AND PROFESSIONAL COMPETENCE APPLICABLE TO SUPPLIERS ENGAGED IN PROVIDING SIMILAR SERVICES; SUBCONTRACTOR HAS THE REQUISITE SKILL AND STAFF TO PERFORM THE SERVICES REQUIRED HEREUNDER FULLY, IN A TIMELY AND EFFICIENT MANNER; AND SUBCONTRACTOR WILL PERFORM THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS.

2.9 Indemnification. In addition to Section 19 of the Standard Terms and Conditions, Subcontractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Subcontractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Subcontractor under any terms or provisions of this Contract.

2. CONFIDENTIALITY

1.9 Information. During the Term of this Contract, each party hereto may disclose information ("Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise.

For purposes of this Contract, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives hereto in connection with such party's receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as "confidential" at the time of its

disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder.

2.9 Disclosure. The Recipient shall (a) maintain the confidentiality of any Information disclosed; (b) not disclose or permit the disclosure of any Information to any person other than those expressly described in this Contract; (c) not use Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, (a) limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive information from the Recipient to be bound by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

3.9 Exclusions. The obligations of this Contract shall not apply to, and "Information" shall not include, any information which the Recipient can prove: (a) is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

4.9 Release. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only

that portion of the Information which is legally required.

3. OWNERSHIP

- 1.9 Data. All County data, documents and information provided to Subcontractor shall remain County property and shall be kept confidential. Upon termination of this Contract, unless expressly agreed to otherwise in writing, Subcontractor shall return all County owned data, documents and information to Enterprise.

4. MISCELLANEOUS

- 1.9 Record Audit Retention. Subcontractor agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Subcontractor be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.
- 2.9 Ethics Requirements. Subcontractor agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Subcontractor shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at <http://inspectorgeneral.cuyahogacountv.us/>
- 3.9 Findings and Recovery. Subcontractor represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Subcontractor must immediately repay to Enterprise any funds paid under this Contract and must make the County whole for any damages sustained by the County.
- 4.9 Good Standing. Pursuant to 2 C.F.R. 200.213 and 2 C.F.R. Part 180, Subcontractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- 5.9 Conflicts of Interest. Subcontractor personnel may not acquire any personal interest that conflicts with its responsibilities under this Contract. Additionally, Subcontractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Subcontractor's control, if such an interest would conflict with that official's or employee's duties. Subcontractor will disclose to Enterprise knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Subcontractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action

would not be contrary to the public interest.

6.9 Equal Employment Opportunity. Subcontractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

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

8.9 Anti-Discrimination. Subcontractor agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Subcontractor to provide equal opportunity to all business persons seeking to contract, or otherwise interested in contracting with Subcontractor, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Subcontractor to enter into any particular agreements.

9.9 Public Records Law. Notwithstanding any provision of this Contract to the contrary, Subcontractor acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43).

If the County receives a request to disclose any information defined as "Confidential Information" or labeled as such by Subcontractor, the County will promptly provide notice of the request for information so that Subcontractor may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of information under the Ohio Public Records Act law resides with Subcontractor.