

CITY OF WESTERVILLE: NON-NEGOTIABLE AND UNACCEPTABLE TERMS AND CONDITIONS

Non-Negotiable and Unacceptable Terms & Conditions. The following terms are terms and conditions that are either non-negotiable or unacceptable by the City of Westerville. Except as otherwise required or permitted by City Code, State Law, or Federal Law, a contract entered into by the City for the procurement of goods or services shall not include any of the following. Please be aware that the City will not enter into contracts containing the following terms and conditions before responding to or participating in a procurement opportunity.	
Indemnification by the City	A provision that requires the City to indemnify or hold harmless another person or entity.
Limitation of Contractor Liability	A provision that requires the City to agree to limit the liability for any direct loss to the City for bodily injury, death, or damage to property of the City caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that would otherwise impose an indemnification obligation on the City.
Binding Arbitration or Extra Judicial Dispute Resolution	A provision by which the City agrees to binding arbitration or any other binding extra-judicial dispute resolution process.
Governing Law	A provision that names a venue for any action or dispute against the state other than a court of proper jurisdiction in Franklin County, Ohio
Ohio's Public Records Laws	A provision that is inconsistent with the City's obligations under section 149.43 of the Ohio Revised Code. All Contractors are hereby notified that all bids, proposals, quotations, RFI responses, agreements, invoices, correspondence and any other documents submitted to the City become public property and are subject to public disclosure in accordance with Ohio Public Records Law. All public records will be made available upon request, at the earliest time permitted by law.
Automatic Renewals	A provision for automatic renewal such that City funds are or would be obligated in subsequent fiscal years.
Costs for Replacement Contactors	A provision that limits the City's ability to recover the cost of cover for a replacement contractor.
Unknown, Unspecified, or Unilaterally Changed Terms	A provision that requires the City to be bound by a term or condition that is unknown to the City at the time of signing a contract, that is not specifically negotiated with the City, that may be unilaterally changed by the other party, or that is electronically accepted by a City employee without the authority to accept it.