

**PUBLIC NOTICE**  
***REQUEST FOR PROPOSALS***  
**BOARD OF COMMISSIONERS**  
**DELAWARE COUNTY, OHIO**

The Delaware County Commissioners are seeking competitive sealed proposals from Offerors for the review and remediation of the Delaware County, Ohio, website to ensure compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility. Proposals will be received at the Delaware County Commissioners' Office, 91 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on Monday, July 7, 2025**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. Three (3) printed copies and one (1) digital copy in a PDF format on a jump drive are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Commissioners Office, 91 N. Sandusky Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

A bid bond, or other bid security, is not required, but if a contract is awarded, the contractor shall be required to submit a performance bond.

**End of Advertisement.**

# **REQUEST FOR COMPETITIVE SEALED PROPOSALS**

## **Delaware County ADA Compliance Website Review and Remediation**

*DELAWARE COUNTY, OHIO*

**CONTRACTING AUTHORITY:**

**DELAWARE COUNTY BOARD OF COMMISSIONERS**

**Jeff Benton**

**Barb Lewis**

**Gary Merrell**

**CONTRACT ADMINISTRATOR:**

**DELAWARE COUNTY COMMUNICATIONS DIRECTOR**

**Jane Hawes**

91 N. Sandusky Street  
Delaware, OH 43015  
Phone: (740) 833-2100

## I. General Information

Established in 1808, Delaware County is located in the center of Ohio and is 459 square miles in size. Home to more than 243,000 residents, it is one of the fastest growing counties in the state. With 1,100+ employees and a general-fund operating budget of \$152.1 million in 2025, Delaware County is one of the top 50 employers in central Ohio. The County has received the highest possible credit ratings from both Moody's Investors Services (Aaa) and Standard & Poor's Ratings Services (AAA), making it first and only county in Ohio to hold four of these ratings at the same time.

The County Auditor has primary authority over the County's website and all IT functions. The Data Board, which consists of eight elected officials, provides policy direction to the County Auditor. The County Commissioners make up the legislative body for the County's government and provide authority for taxing, budgeting, purchasing and appropriating funds for the government structure. The County Auditor and the Commissioners will be the lead offices for this project.

Delaware County government uses a variety of communication channels to engage and educate citizens. The County uses its website ([www.co.delaware.oh.us](http://www.co.delaware.oh.us)) to provide important and timely updates on a variety of issues and to engage diverse audiences including residents, businesses, elected officials and County employees, and other key stakeholders – both current and potential.

## II. Scope of Work

### General:

The website <https://co.delaware.oh.us> must be accessible as required by the Americans with Disabilities Act. Accessibility of the website must be measured against the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA standards. These guidelines provide a comprehensive framework for making Delaware County's digital content more accessible to a wider audience.

### Specific:

The County is seeking a review of the <https://co.delaware.oh.us> website including its 39 micro sites (listed below), to assess its compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility.

Sites included:

<https://co.delaware.oh.us/>  
<https://23corridor.co.delaware.oh.us/>  
<https://adultcourtservices.co.delaware.oh.us/>  
<https://auditor.co.delaware.oh.us/>  
<https://buildingsafety.co.delaware.oh.us/>  
<https://childsupport.co.delaware.oh.us/>  
<https://clerkofcourts.co.delaware.oh.us/>  
<https://commonpleas.co.delaware.oh.us/>  
<https://coroner.co.delaware.oh.us/>  
<https://dcfa.co.delaware.oh.us/>  
<https://delcoomj.co.delaware.oh.us/>  
<https://dogshelter.co.delaware.oh.us/>

<https://domestic.co.delaware.oh.us/>  
<https://economicdevelopment.co.delaware.oh.us/>  
<https://ema.co.delaware.oh.us/>  
<https://emergencycomms.co.delaware.oh.us/>  
<https://ems.co.delaware.oh.us/>  
<https://engineer.co.delaware.oh.us/>  
<https://fcfc.co.delaware.oh.us/>  
<https://gis.co.delaware.oh.us/>  
<https://gsb.co.delaware.oh.us/>  
<https://humanresources.co.delaware.oh.us/>  
<https://jfs.co.delaware.oh.us/>  
<https://gis.co.delaware.oh.us>  
<https://juvenile.co.delaware.oh.us/>  
<https://lawlibrary.co.delaware.oh.us/>  
<https://oneohioregion18.co.delaware.oh.us/>  
<https://probate.co.delaware.oh.us/>  
<https://prosecutor.co.delaware.oh.us/>  
<https://publicdefender.co.delaware.oh.us/>  
<https://recorder.co.delaware.oh.us/>  
<https://recordscenter.co.delaware.oh.us/>  
<https://regionalplanning.co.delaware.oh.us/>  
<https://regionalsewer.co.delaware.oh.us/>  
<https://sheriff.co.delaware.oh.us/>  
<https://soilandwater.co.delaware.oh.us/>  
<https://tid.co.delaware.oh.us/>  
<https://trc.co.delaware.oh.us/>  
<https://treasurer.co.delaware.oh.us/>  
<https://veteransservice.co.delaware.oh.us/>  
<https://accessdelawarecounty.org>  
<https://coirs.org>  
<https://auditor.delco-gis.org>  
<https://Engineer.delco-gis.org>  
<https://vote.delawarecountyohio.gov>

## **Expectations**

The selected vendor will be required to conduct both automated and manual accessibility testing and furnish detailed reports proving their deliverables fully conform to the above standard, at a minimum.

At the conclusion of the project and prior to final acceptance:

- The awarded vendor must provide a completed **Accessibility Conformance Report (ACR)** using the **Voluntary Product Accessibility Template (VPAT®)** format.
- The ACR must detail how the final product meets each relevant WCAG 2.1 AA and Section 508 criterion.
- The report must be completed by a qualified accessibility specialist, and should include results of both automated and manual accessibility testing, including screen reader compatibility and keyboard navigation testing.

## Services to Be Provided

Upon completion of the assessment of compliance the vendor will work with Delaware County to make the necessary changes to bring the website into compliance under WCAG 2.1, Level AA standards. Per the U.S. Department of Justice (DOJ), the deadline for achieving compliance is April 24, 2026.

## III. Proposal Requirements

During proposal development, respondent's questions regarding this Request for Proposal or the process should be directed to Jane Hawes, Communications Director, via email at [media@co.delaware.oh.us](mailto:media@co.delaware.oh.us) with the Subject heading of "Website ADA Compliance Project RFP".

Delaware County requests that respondents to the Request for Proposal do not contact other County staff or any member of the Board of Commissioners during the proposal process and evaluation phase. Failure to comply with this requirement may result in the disqualification of the proposal from consideration.

The County reserves the right to accept or reject any or all proposals. All information required by the Request for Proposals ("RFP") must be supplied to constitute a legitimate proposal. Failure of the proposal to respond to a specific requirement may be a basis for elimination from consideration during the evaluation. Delaware County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Delaware County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the County.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal.

**All materials submitted and accepted by Delaware County in response to this RFP shall become the property of Delaware County and will be retained by Delaware County in accordance with the Ohio Public Records Act and the Ohio Records Retention Act.** The contents of the proposal are subject to the Ohio Public Records Act unless otherwise exempted by law. The Offeror should note within its proposal whether it considers any part of the proposal as proprietary or trade secret. Delaware County will attempt to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, Delaware County shall have the sole discretion in determining whether any part(s) of the Offerors' proposals contain information that is exempt from Ohio Public Records law.

The proposal must not exceed twenty-five (25) "8.5-inch-by-11-inch" pages (including tabs, dividers, etc.) and must include the following items in this order:

### A. TRANSMITTAL/COVER LETTER

The cover letter must be signed by a representative authorized to legally bind the firm, and include:

- Name, telephone number, and e-mail address of a contact person with authority to answer questions regarding the proposal.
- Identification of the firm as a corporation or other legal entity; and
- Describe the strategy for meeting the expectations outlined in the Scope of Work section.
- Provide an executive summary of the proposed deliverables, fees and timeline.

### B. PROPOSAL FORMAT

Listed below is the information that is required in the proposal:

#### 1. TABLE OF CONTENTS

2. **PERSONNEL:** This section will provide an overview of all key personnel collaborating on the project and outline their relationship to the firm and their affiliations. Issues to be addressed are:
  - Specific background information on key individuals who are anticipated to be assigned to the project should be included, specifically the project manager. This should include unique qualifications, specific competence in the field of expertise, technical capabilities, proprietary techniques, or special resources.
  - Identify any subcontracting that your firm will be using for the work, and detailed information for each subcontractor, including name, location, scope of services, history of working with that firm, and contact information. Provide years of experience related to website design.
3. **PREVIOUS WORK AND REFERENCES:**
  - Samples of previous work for similar clients (government agencies preferred) should be included here.
  - Include a list of comparable websites worked on by your firm over the past three (3) years including the name of the organization, contact information, and link(s) to the website.
  - A minimum of three (3) references should be provided.
4. **WORK PLAN AND TIMELINE:**
  - A detailed work plan describing your approach to designing, managing and coordinating this project.
  - The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule.
  - Each proposal must provide a detailed project timeline, which includes project milestones. The timeline should include expected dates of completion for project milestones and for the entire project.
5. **COST:** Each proposal must provide an estimated project cost.
  - Specifics should be provided as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to the classification.
  - Respondents must disclose all additional rates that may apply for additional functionality, programming or post-project maintenance, including non-routine services, labor, line items, subcontractors, software licensing and any other applicable visual communication or graphic design charges.

## **IV. Submission of Responses**

### **A. SUBMISSION PROCEDURE:**

- Three (3) printed copies of the proposal on paper and one (1) copy in the form of a jump drive in a PDF format. All copies will be submitted in one (1) sealed envelope and the envelope will be marked with the title of the proposal.
- If submitted by mail, this envelope will be enclosed in another envelope addressed to:  
Jane Hawes, Communications Director  
Delaware County Board of Commissioners  
91 N. Sandusky St.  
Delaware, OH 43015
- All proposals must be delivered in person, via U.S. mail or another registered delivery service: They may not be faxed or sent via email.
- **All proposals must be received in our office on or before 4:00 p.m. on Monday, July 7, 2025.** Proposals will not be accepted after this time.

- Proposals will be opened in public at 4:01 p.m. on Monday, July 7, 2025, in the Clerks' Office of The Historic Courthouse (91 N. Sandusky St., Delaware, Ohio 43015).

- B. ACCEPTANCE/REJECTION/MODIFICATION TO RESPONSES:** Delaware County reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive informalities or irregularities in a proposal or in the proposal process. Respondents may not submit modifications, unless requested to do so.
- C. COST OF PREPARATION:** Delaware County will not be liable for any costs incurred by a respondent in preparing or submitting a proposal.
- D. OWNERSHIP:** Submitted materials become the property of Delaware County and will not be returned.
- E. PUBLIC RECORDS:** Submitted responses and any agreement or other documents become public records under the public records law and applicable policy and are subject to review and copying by any person making an appropriate request for public records. Submitted proposals become a public record after the County has made a selection. Submitted proposals are not subject to inspection during the evaluation period.
- F. WITHDRAWAL FROM CONSIDERATION:** A respondent may withdraw its proposal at any time prior to the submission deadline by submitting a written request for withdrawal to: Jane Hawes, Communications Director, Delaware County Board of Commissioners Office, 91 N. Sandusky St., Delaware, Ohio 43015. The request for withdrawal will be signed by the respondent or an authorized agent.

## **v. Evaluation and Contract-Award Process**

### **A. EVALUATION CRITERIA**

A selection committee will review all proposals and evaluate them based upon the requirements given in this Request for Proposal including, but not limited to, the following criteria (with evaluation weight provided):

- 1. Quality & Adequacy of Response (10 percent)**
  - Completeness and thoroughness
  - Responsiveness to terms and conditions.
  - Overall impression and understanding of the project
- 2. Experience & References (20 percent)**
  - Ability to provide references from at least three (3) past projects, including contact information (i.e., name, telephone number, email, etc.) and website link(s)
  - Experience of the project team with similar projects.
- 3. Capacity and Capability (15 percent)**
  - Ability to meet the Scope of Work outlined in the RFP
  - Ability to allocate resources appropriately to successfully meet the deadlines of this project
  - Ability to work cooperatively and closely with the County's Communications Director and IT staff
- 4. Timeline (15 percent)**
  - Thoroughness and detail of provided timeline
  - Expected dates of milestone and project completion
- 5. Fees, Pricing & Adherence to Budget (40 percent)**

- Submission of a cost proposal with a detailed price breakdown explaining all the expenses involved in this project.
- Examples of the ability to adhere to the cost proposal that is approved by the County and to complete the work within the approved project budget.

**B. ADDITIONAL INFORMATION**

The County's selection committee may request one or more respondents to interview by telephone or in person.

The selection committee may require selected firms to be available to engage in a conference telephone call or attend a Commission meeting, or both, to respond to questions from the selection committee or Board of Commissioners.

During the period of evaluation, the County will have the right to request clarification from the respondents. If any such respondent fails to respond to such a request within five (5) business days from the date of the request, the County will have the right to reject the proposal.

**C. AWARD PRESENTATION**

Subject to agreement negotiation, the Board of Commissioners will either select one of the proposals or reject all proposals within sixty (60) calendar days from the date of July 7, 2025.

**D. CONTRACT DEVELOPMENT**

If the County selects a firm, the Board of Commissioners' designee will conduct contract discussions and negotiations with the apparent successful respondent with the assistance of the Board's legal counsel.

## **VI. Notices**

- A.** Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that Delaware County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.
- B.** Delaware County reserves the right to reject, in whole or in part, any proposal that Delaware County has determined, using the factors and criteria established to evaluate proposals, would not be in the best interest of the county.
- C.** Delaware County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.
- D.** An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Delaware County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith.
- E.** Delaware County may cancel or reissue this RFP if any of the following apply:
  - 1) The supplies or services offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
  - 2) The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds for the project;
  - 3) Delaware County determines that award of a contract would not be in the best interest of the county.



- F. Delaware County may award a contract to the offeror whose proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors and criteria developed and set forth in the RFP.

## VII. Mandatory Terms & Conditions

- A. **Offeror Acknowledgement:** By submitting a proposal, the Offeror acknowledges that it has fully and completely read and reviewed this RFP, that it fully and completely understands this RFP, and agrees to be bound by all its terms, requirements and conditions. The Offeror acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.
- B. **Reservation of Rights by County:** The County reserves the following rights in relation to any submitted proposal or any contract that results from a proposal submitted pursuant to this RFP:
- 1) The County reserves the right to disqualify any proposal that takes exception to or limits the rights of the County under this RFP and/or resulting contract.
  - 2) The County reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP.
  - 3) The County reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
  - 4) The County reserves the right to cancel this RFP at any time.
  - 5) The County reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
  - 6) The County reserves the right to select the offeror deemed to be in the best interests of the County, as determined solely by the County and/or its representative, to reject any and/or all proposals, or any portion of any and/or all proposals, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFP and to award the contract in the manner deemed to be in the best interest of the County.
- C. **Independent Contractor:** The Offeror shall act in performance of this Contract as an independent contractor. As an independent contractor, the Offeror and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the County, or any other appointing authority of Delaware County, Ohio.
- D. **Indemnification:** The Offeror shall provide indemnification as follows:
- 1) To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Delaware County Board of Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contractor's, any subcontractor's, or any sub-subcontractor's performance of this Contract, including, but not limited to the performance or actions of the Contractor's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay,

settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

- 2) The Contractor will protect, defend and hold free and harmless Delaware County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs/equipment/software/programing supplied hereunder infringes a U.S. patent or copyright. The Contractor will pay all resulting costs, damages, and attorney's fees to defend Delaware County against such claims. Delaware County will promptly notify the Contractor in writing of all claims, and the Contractor will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, Delaware County agrees to permit the Contractor, at Contractor's option and expense, either to procure for Delaware County the right to continue using the designs/equipment/software/programing or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

**E. Insurance:** The Offeror shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above. Prior to commencement of this Contract, the Offeror shall present to the County current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- 1) Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- 2) Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- 3) Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the County, with coverage in an amount equal to that required by law and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The County must be named as "Additional Insured" on the policies listed in paragraphs B, C, and D above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the County before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the County within seven (7) calendar days of change.

During the life of the Contract, the County may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the County shall retain any and all such other and further rights and remedies as are available at law or in equity.

**F. Termination for Cause/Convenience**

- 1) Termination for Convenience: The County may terminate the Contract by providing notice of termination, in writing, to the other Party. The Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.
- 2) Breach or Default: Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.
- 3) Effect of Waiver of any Occurrence of Breach or Default: The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation under this Contract and such failure is waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the County shall be authorized in writing and signed by a quorum of the Board of Commissioners.

**G. Equal Employment Opportunity**: In fulfilling the obligations and duties of the Contract, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, 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.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**H. Drug Free Workplace**: The Offeror agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Offeror shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- I. **Findings For Recovery:** The Offeror certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- J. **Conflicts of Terms, Conditions, or Provisions:** To the extent that the terms, conditions, or provisions of this RFP and any proposal submitted by the Offeror may be inconsistent, the terms, conditions, or provisions of this RFP control. To the extent that this RFP and proposal are inconsistent with the Contract, the terms, conditions, or provisions of this RFP shall control.
- K. **Headings:** Headings in this RFP and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFP and Contract.
- L. **Severability:** If any provision of this RFP or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFP and Contract shall remain in full force and effect.
- M. **Incorporation of RFP into Contract:** Any Contract resulting from this RFP shall incorporate the legal notice, this RFP and all of its appendices and attachments and this RFP and all of its appendices and attachments shall be a part of such Contract. Any written addenda issued by the County shall also be incorporated into and become a part of the executed Contract.
- N. **Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- O. **Authority to Sign:** Any person submitting a proposal pursuant to this RFP and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a proposal and sign this Contract or has been duly authorized by his/her principal to submit a proposal and execute this Contract on such principal's behalf.

# NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ }  
 } SS:  
 COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that he/she  
is \_\_\_\_\_ (president, secretary, sole owner, etc.) of:

\_\_\_\_\_ ; the party making the foregoing proposal of bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the County of Delaware or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to before me and subscribed in my presence by the above named person  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
 } SS:  
 COUNTY OF \_\_\_\_\_ }

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### **Certification Regarding Findings for Recovery**

The Offeror submitting this Proposal hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

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Authorized Signature

## Sample Contract

### SERVICES AGREEMENT

This Agreement is made and entered into on \_\_\_\_\_, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and [Click here to enter text.](#) (“Contractor”), hereinafter collectively referred to as the “Parties.”

#### 1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide \_\_\_\_\_ (the “Services”). The Contractor shall perform the Services in a workmanlike manner.
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s Quote/Proposal/Estimate \_\_\_\_\_, dated \_\_\_\_\_ (the “Proposal”), attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

#### 2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County \_\_\_\_\_ (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement.

#### 3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

#### 4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Contractor’s Proposal.
- 4.2 For all Services, the lump sum fee shall be Insert “lump sum base fee amount”.
- 4.3 Total compensation under this Agreement shall not exceed Insert “total contract amount” without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

#### 5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director.



5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.

5.3 The County shall pay invoices within thirty (30) days of receipt.

## **6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**

6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services, promptly, diligently, in a workmanlike manner, and in accordance with the Contractor's Proposal.

6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

## **7 SUSPENSION OR TERMINATION OF AGREEMENT**

7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

## **8 INDEMNIFICATION**

8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

## **9 INSURANCE**

9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.

9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance

required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

## 10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives,

agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, the Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Department of Development. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

INSERT NAME OF CONTRACTOR

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

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

\_\_\_\_\_  
Printed Name of Principal

\_\_\_\_\_  
Business Title

**BOARD OF COUNTY COMMISSIONERS  
OF DELAWARE COUNTY, OHIO**

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

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

Approved as to Form:

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General Counsel, Board of Commissioners  
Delaware County, Ohio

**FISCAL OFFICER'S CERTIFICATION**

The Delaware County Auditor hereby certifies that the amount required to meet the obligation set forth in this Agreement has been lawfully appropriated for such purpose and is in the County treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This certification is given in accordance with sections 5705.41 and 5705.44 of the Revised Code.

The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that [Click here to enter text.](#), has no unresolved findings for recovery issued against it by the State of Ohio.

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

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George Kaitsa  
Auditor, Delaware County, Ohio