

# **REQUEST FOR COMPETITIVE SEALED PROPOSALS**

## **Health Care Services for Inmates and Detainees of The Delaware County Jail**

**DELAWARE COUNTY, OHIO**

**CONTRACTING AUTHORITY:**

**DELAWARE COUNTY BOARD OF COMMISIONERS**

Gary Merrell

Barb Lewis

Jeff Benton

**CONTRACT ADMINISTRATOR:**

**DELAWARE COUNTY SHERIFF**

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## **1.0 Background and Nature of the Project**

### **1.01 Delaware County Background**

Delaware County was established in 1808 and is governed by a Board of three county commissioners. An elected County Sheriff serves as the chief law enforcement officer and has charge of the county jail.

### **1.02 Purposes of the Request for Proposal**

The Delaware County Board of Commissioners wishes to receive proposals from contractors to provide healthcare services for the Delaware County Jail (“DCJ”), which has an approximate inmate population of 220. The County is seeking a contract with an initial term of two (2) years, with three (3) additional one (1) year renewable periods as approved by both Parties. Prices quoted in this proposal will be fixed for the first two years of the contract. The Offeror will quote a price for years three, four and five. Healthcare services include, but are not limited to, physician services, nursing services, pharmaceuticals, on and off site medical services, dental, laboratory, x-ray, medical supplies, medical records management, medical supplies, and management services.

### **1.03 Desired Outcomes**

Enter into a contract between a successful Offeror and Delaware County to deliver high quality inmate/detainee health care services that comply with the Ohio Department of Rehabilitation and Correction (ODRC) Standards for Jails in Ohio for Full Service Jails. The County also intends to seek formal accreditation with the National Commission on Correctional Health Care (NCCHC) and/or the American Correctional Association (ACA) in the future, as well as becoming a Prison Rape Elimination Act (PREA) Certified Facility; and therefore, modeling administrative and clinical policies and practices after these nationally recognized standards is expected. In addition, the following criteria must be met:

- a. **PHYSICIAN SERVICES:** The physician shall provide administrative oversight to the medical department, weekly on-site clinical services, and provide 24-hour a day, 7 days per week, on-call availability. The physician shall serve as the Site Medical Director, and must have appropriate malpractice insurance. The physician will conduct physician sick call and appropriate chronic care clinics, oversee detoxification and infectious disease protocols and/or programs, to include medication-assisted treatment (MAT) programs, participate in Quality Assurance programs, concurrent utilization review, and policy and procedure development, as required by the County, and conduct administrative reviews of various clinical outcomes including a formal death review process in the event of an inmate death. Offeror will provide funding for Drug Enforcement Agency (DEA) licensure for the medical director as required for MAT programs.
- b. **NURSING SERVICES:** Nursing services shall be available 24-hours a day, 7 days a week. A Registered Nurse shall be on site 7-days per week. Provide management of on-site nursing services. The Health Services Administrator or Nurse Manager must be a Registered Nurse (RN). Staff nurses must be Registered Nurse (RN) or Licensed Practical Nurse (LPN) licensed in the State of Ohio. Nurses shall be responsible for

and conduct all inmate medical and mental health screenings, conducting nurse sick calls, triage, medication management and administration, and records management.

- c. **PHARMACEUTICALS:** Provide pharmaceuticals and prescribe over-the-counter medications required for the treatment of the inmates of the Jail. Must have access or a contractual agreement with a pharmaceutical provider who can dispense and deliver in a timely fashion, as well as provide a local option for pharmaceuticals that are needed during a short-notice and/or urgent situation. The offeror should have a pharmaceutical formulary in place. An established process for timely review of non-formulary requests should also be in place for situations when a non-formulary medication is deemed clinically appropriate based upon recommendation of the physician.
- d. **MEDICAL AND OFFICE SUPPLIES:** Provide all durable and non-durable (disposable) medical supplies required for the treatment and care of all detainees in the Jail. Must provide medication carts, copier, fax machine.
- e. **MANAGEMENT SERVICES:** Must provide site specific policies and procedures, Standardized Nursing Procedures/Protocols, in-service training for medical and custody staff, peer reviews consistent with requirements outlined by ACA and/or NCCHC, cost containment with full reporting and accountability to Delaware County, utilization management, complete and accurate medical records to include collecting and analyzing health statistics, continuous quality improvement, risk management, and HIPPA compliance.

**2.0 Calendar of Events and RFP Communications**

**2.1 Calendar**

Advertisement of RFP	November 2, 2021
Mandatory Offerors Conference and Site Visit	November 19, 2021
Deadline for Submitting Questions	November 29, 2021
Proposal Due Date	December 10, 2021
Estimated Notice of Award	January 31, 2022

**2.2 RFP Submittal Process**

All proposals are to be delivered before **2:00 P.M., local time (ET), on Friday December 10, 2021** to:

Delaware County Commissioners’ Office  
91 North Sandusky Street  
Delaware, Ohio 43015

Delaware County will not accept any proposals received after the date/time stated above, and shall request Offeror to make arrangements to retrieve late proposals. Delaware County shall not bear the responsibility for proposals delivered past the stated date or time, or to an incorrect address by Offeror’s personnel or by the Offeror’s outside carrier. Offerors must submit one (1) completed and signed original and five (5) copies of the

proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud. Proposals shall be submitted in a sealed, opaque envelope or box marked "Proposal Enclosed for RFP – Health Care Service for the Delaware County Jail."

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 Offeror and Delaware County. Delaware County shall have no liability whatsoever to any Offeror whose proposal is not accepted.

IT IS ABSOLUTELY ESSENTIAL THAT OFFERORS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL PROPOSALS. ONCE OPENED, PROPOSALS CANNOT BE ALTERED; HOWEVER, DELAWARE COUNTY RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES.

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. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract. A sample contract is to be included with each response to the RFP. All proposals shall be valid for a period of 120 days from the submission date, unless withdrawn in writing by the Offeror.

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 contractors' proposals contain information that is exempt from Ohio Public Records law.

### **2.3 Offerors Conference**

On **Friday November 19, 2021 at 9:30 AM**, Delaware County will host an Offerors Conference at the Delaware County Jail, 844 US Rt. 42 N, Delaware, Ohio 43015. The offerors attendance is mandatory. Delaware County feels that it is in the best interest of both Offerors and the County that all interested contractors attend the Offerors Confer-

ence to ask questions regarding the scope of this request for proposal and participate in a facility tour. Additionally, Delaware County will compile a list of attendees to be used for future communications regarding the RFP.

**2.4 Inquiries/Communications**

Delaware County will accept questions regarding the RFP only through the following email address: [Nkarafa@co.delaware.oh.us](mailto:Nkarafa@co.delaware.oh.us) and answers will be sent to those prospective Offerors that attend and register at the Offerors' conference required in Section 2.4.

The deadline for question submission is **Monday November 29, 2021 at 4:00 PM.**

**2.5 Communication Restrictions**

From the release of the RFP until a contractor is selected, Offerors shall only communicate regarding the project in question with Delaware County officials or others working on the project through the email address designated for such purposes. Delaware County reserves the right to disqualify Offerors for such unauthorized communication, but Delaware County reserves the right to contact Offerors after receipt of proposals for clarification of any items within the proposal. Delaware County shall open any and all proposals received in a manner that prevents the disclosure of contents of competing offers to competing Offerors.

**2.6 Changes to the Request for Proposals by Delaware County**

Delaware County may amend specific sections of this RFP at any time during the submission process. Delaware County will furnish amendments to prospective contractors who attended the Offerors Conference. Should Delaware County issue an addendum to this RFP, the submission deadline may be extended, if appropriate, to accommodate changes made to the proposal.

**3.0 Medical and Health Care Service Requirements**

**3.1** The selected Offeror will be expected to provide the following medical and health care services to the Delaware County Jail at 844 U.S. 42 North, Delaware, Ohio 43015:

**3.1.1** Offeror will provide a health care service program and arrange for all levels of health care, mental health care, and dental care to inmates and detainees housed at the Delaware County Jail 365 days a year (366 in a leap year), 24 hours a day, 7 days a week.

**3.1.2** Offeror will deliver high quality inmate health care services that comply with all applicable federal, state, and local laws and regulations and The Ohio Department of Rehabilitation and Correction (ODRC) Standards for Jails in Ohio for Full Service Jails. Offeror will promulgate policies and procedures meeting the Ohio Jail Standards. Procedures shall be completed for the approval of the DCJ within ninety (90) days of the commencement of an agreement.

**3.1.3** Offeror shall comply with applicable ACA, PREA, and/or NCCHC standards when the County chooses to seek accreditation. The County will notify Offeror no later than ninety (90) days prior to submitting any application for accreditation.

- 3.1.4 Offeror shall provide a copy of said policies and procedures to the DCJ. All policies shall conform to the Ohio Jail Standards. Said policies and procedures shall be reviewed and updated by Offeror as needed but at least annually.
  - 3.1.5 Offeror will operate the health care program in a cost effective manner with full reporting and accountability to Delaware County.
  - 3.1.6 Offeror will implement a written health care plan with clear objectives and site specific policies and procedures.
  - 3.1.7 Offeror will maintain an open and collaborative relationship with the administration and staff of the Jail.
  - 3.1.8 Offeror will maintain complete and accurate medical records and collect and analyze health statistics on a daily, weekly, and monthly basis as necessitated and appropriate.
  - 3.1.9 Offeror will operate the health care program in a humane manner with respect to the inmates' right to basic health care services.
- 3.2 Offeror will provide on-site physician services with the physician acting as the Jail Medical Director. The Jail Medical Director shall serve as the clinical authority. The Medical Director shall work in conjunction with the on-site HSA.
- 3.2.1 Offeror will provide up to 9 hours per week of on-site physician services with for the purpose of conducting doctor sick call.
  - 3.2.2 Offeror will provide for on-call availability of a physician 24 hour a day, 7 days a week.
- 3.3 Offeror will provide on-site nursing services 24 hours a day, 7 days a week.
- 3.3.1 Nurses shall conduct all nurse sick calls, all Inmate Pre-Screens, all Inmate Receiving Screens, and all Inmate Health Appraisals, within licensure scope of practice, in accordance with Standards for Jails in Ohio for Full Service.
  - 3.3.2 On-site nursing staff will also, triage medical requests, coordinate off-site treatment and services, medication management and records management.
  - 3.3.3 Nurses will be trained on all policies, procedures, and protocols as related to the provision of healthcare in a correctional environment.
  - 3.3.4 Offeror will provide up to 236 hours of trained, on-site RN or LPN services, weekly.
  - 3.3.5 Offeror will provide the services of an RN daily, 7 days a week.



- 3.9 Offeror will provide management services, including but not limited to, Cost Containment, Continuing Quality Improvement, Utilization Management, Risk Management and HIPAA Compliance
- 3.10 Offeror will provide analysis and reporting of medical statistics and overview of medical program on a time frame as established by the Contractor and/or the Sheriff
- 3.11 Offeror shall adhere to all Delaware County Sheriff's Office security policies and procedures.
- 3.12 Offeror will provide on-site emergency medical treatment to detainees, jail staff and visitors as needed and appropriate, which includes CPR and First Aid. Emergency care will be provided until EMS personnel arrive to assume care.
- 3.13 Offeror will provide on-site medical care to any pregnant detainee as appropriate but will not be responsible for healthcare services provided to an infant following birth.
- 3.14 The County strongly supports the continuation of verified mental health medications if/when deemed clinically appropriate by the contracted provider / ordering physician. Additionally, if a mental health medication is not on the approved formulary list, the County supports the prescribing and use of an established, verified, and effective medication if/when deemed clinically appropriate by the contracted provider / ordering physician.
- 3.15 Offeror agrees to implement (or continue participation in) a Medication-Assisted Treatment (MAT) program. Details regarding prior experience with MAT program implementation and/or maintenance should be further explained within the proposal.
- 3.16 Offeror will provide funding for Drug Enforcement Agency (DEA) licensure for the medical director as required for MAT programs.
- 3.17 Offeror will provide all other healthcare services as medically necessary.
- 3.18 Offeror will provide the option for utilization of an Electronic Medical Record (EMR) or Electronic Health Record (EHR) and associated costs.
  - 3.18.1 Offeror shall provide a detailed explanation of their conversion plan and associated costs for any existing EMR data.
- 3.19 Offeror shall provide a detailed explanation of their transition plan, if selected.

**4.0 Personnel**

- 4.1 Offeror will carry appropriate insurance on its employee's products and property including general liability. Satisfactory proof of such insurance shall be provided to the DCJ.

- 4.2** The Offeror will provide a trained health service manager with correctional health care service experience, or the equivalent, who will work on-site in conjunction with the Jail Director/designees. The health care service manager and all other employees of the Offeror will be subject to review and approval by the Sheriff's Office.
- 4.2.1** The Offeror will adhere to all Equal Employment Opportunity (EEO) regulations applicable to the Sheriff's Office.
- 4.3** The Offeror shall comply with mandatory annual Fire, Health, U.S. Marshals Service, U.S. Immigration and Customs Enforcement (ICE), ACA, and ODRC inspections with one hundred percent (100%) level of compliance. All practices shall be supported by written policy and procedure. Documentation of policy and procedure as well as copies of inspections are subject to on-site review by the Sheriff's Office.
- 4.4** The Offeror shall be responsible for all management, insurance premiums and license fees, labor related costs, materials to include office supplies and postage, and uniforms for the Offeror employees.
- 4.5** All Offeror's employees will be required to maintain proper grooming and hygiene and to undergo a pre-employment medical examination and annual re-examinations. In addition, employees shall comply with any state or local regulations with regard to such examinations.
- 4.5.1** TB screening will be required upon employment and annually thereafter. Written verification of the results of such examination shall be provided to the DCJ Medical Department within seven (7) days of its completion.
- 4.6** The Offeror shall maintain a properly selected and trained staff and shall insure that sufficient employees are present to deliver agreed upon services each day that the agreement is in effect.
- 4.7** The DCSO reserves the right to deny any employee access to the facility that does not meet established rules and regulations.
- 4.7.1** The Offeror will provide the DCJ with a list of all proposed employees including names, current addresses, telephone numbers, and dates of birth and social security numbers. These will be used to conduct background and security checks at the cost of the DCJ prior to services being rendered.
- 4.7.2** An interview with proposed employees may be required by the DCJ prior to approval of hiring.
- 4.7.3** Final selection of all Offeror's employees at the DCJ shall be at the approval of the Sheriff's Office.

- 4.8 The Offeror will agree to send employees to any County training on safety, security, sexual harassment and/or other essential programming as reasonably requested by Delaware County at no additional expense to Delaware County.
- 4.9 The Offeror will be responsible for time and attendance accountability and provide appropriate records to the DCJ upon demand.
- 4.10 The employees of the Offeror shall report contraband, security, and safety issues as well as any reports of sexual abuse and harassment by any an inmate, staff, contractor, or volunteer. The employees of the Offeror will also be required to follow all the DCJ safety and security policies for contract employees and take direction from the Corrections supervisor in an emergency situation.
- 4.11 The Offeror's employees must attend orientation classes and training as conducted by the DCJ in accordance with the Ohio Jail Standards and other applicable regulations. All orientations, etc., shall be at the expense of the Offeror.
- 4.12 In recognition of the sensitive nature of correctional institutions, the Offeror shall agree that in the event the Sheriff's Office, at its discretion is dissatisfied with any of the personnel provided under the contract they may give written notice of such fact and the reasons thereof to the Offeror and if the problem cannot be resolved, the Offeror shall agree to remove the individual about which dissatisfaction has been expressed and to cover with part time employees or other appropriate personnel until an approved replacement can be found. The Sheriff's Office agrees to allow the Offeror a reasonable amount of time to find a suitable replacement.

**5.0 Contractor's General Requirements**

- 5.1 The Offeror shall provide a healthcare program for detainees of the DCJ to include, but not be limited to: arranging for all levels of health care, mental health care, and dental care, and assure quality, accessible and timely services for inmates.
- 5.2 Offeror will deliver high quality inmate health care services that comply with all applicable federal, state, and local laws and regulations and The Ohio Department of Rehabilitation and Correction (ODRC) Standards for Jails in Ohio for Full Service Jails.
- 5.3 The Offeror shall operate the health care program in a cost effective manner with full reporting and accountability to Delaware County.
- 5.4 The Offeror shall operate the health care program using only, licensed, certified and professionally trained personnel.
- 5.5 The Offeror shall implement a written health care plan with clear objectives and site specific policies and procedures that are in compliance with applicable Ohio Administrative Code (OAC).
- 5.6 The Offeror shall maintain complete and accurate health care records, as well as, collect and analyze health statistics on a daily, weekly, and monthly basis as necessitated and appropriate.

- 5.7 The Offeror shall operate the health care program in a humane manner with respect to the detainees' right to basic health care services.
- 5.8 The Offeror will adhere to rules and regulations and security practices as established by the DCJ.
- 5.9 Offeror will provide on-site 24 hour a day 7 day a week medical staff to conduct all In-mate Pre-Screens, Receiving Screens, and Suicide Screens on newly admitted inmates.
- 5.10 Offeror will administer appropriate medications daily, as outlined by the Ohio State Board of Nursing.
- 5.11 Offeror will provide staffing for Nurse and Doctor Sick Calls as outlined in OAC.

**6.0 Sheriff's Office Obligations**

- 6.1 In the event that medical equipment is damaged due to negligence or breaks down, the Offeror shall be responsible for any and all repairs. The DCJ will provide trash and bio-hazardous waste removal, pest control, office space, and utilities
- 6.2 The DCJ will provide adequate security for medical related services.
- 6.3 The Offeror shall bill monthly, and the Sheriff's Office shall pay such invoices in the ordinary course of business as quickly as possible.

**7.0 Proposal Format**

In responding to this RFP, offeror must address each of the format requirements detailed in this section. Offerors will submit proposals with tabs inserted to distinguish each section as detailed below.

**7.1 Cover Letter**

The Cover Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. The Cover Letter shall provide a summary of the services to be provided and the name and telephone number of a contact person with authority to answer questions regarding the proposal. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues. Whenever possible, representatives within Ohio should be used.

**7.2 Management and Organization**

The offeror shall describe how it will manage the successful accomplishment of the goals, objectives, and timeline described in this RFP. The offeror shall list individuals vested with leadership responsibilities for the project, lines of reporting, accountability between contractor and Delaware County. Delaware County requires regular status meetings between the contractor and the Sheriff and/or DCJ personnel.

The offeror must include the relationships with all sub-contractors, with a clear indication of the roles and responsibilities of all parties providing materials or support services. Nevertheless, Delaware County will award the contract to one primary contractor, and subcontracting for the primary services is not permitted.

**7.3 Contractor Profile and Qualifications; Work Plan**

- 7.3.1 Offeror will provide a general history, description and status of the company including a certified copy of its most recent financial statement.
- 7.3.2 Offeror will provide a report of all pending and completed litigation for the past five (5) years.
- 7.3.3 Offeror will demonstrate medical services and will list at least five (5) name, address, title and telephone number of client contracts of similar size and type of institutions the Offeror currently operates for the past six (6) years and all clients in Ohio (past or present) within the last six (6) years.
- 7.3.4 Offeror will provide a description of support services for correctional medical service.
- 7.3.5 Offeror will provide an on-site representative in response to complaints regarding the contract within 24-hours of receiving the complaint.
- 7.3.6 Cost to the County to include the actual program cost for a period of 12 months commencing upon the complete execution of the agreement.
- 7.3.7 Offeror will provide a price for years 3, 4, and 5
- 7.3.8 Offeror must have qualified and trained staff with sufficient back-up personnel and emergency staffing protocols to successfully complete the contract requirements.
- 7.3.9 Offeror shall provide an overview of personnel staffing that documents their employee retention rates and the protocols and procedures used to ensure adequate staffing.
- 7.3.10 Offeror must submit a list of facilities/institutions in which they have achieved accreditation by ACA, NCCHC, or both and whether the accreditation is current. Additionally, the offeror must disclose whether they have ever had a provisional or failed accreditation survey. Exclude any state-run prison institutions.
- 7.3.11 Offeror must submit a detailed copy of their COVID-Response plan/program, Infectious Disease Control Program, Intoxification and Detoxification Program, Mental Health Identification, Treatment, and/or Screening Programs, and a sample medical/health training curriculum for security staff.

**7.4 Affirmative Action**

The offeror shall submit information detailing its affirmative action, equal employment, and nondiscrimination policies.

**7.5 Conflicts of Interest**

No personnel of the contractor may voluntarily acquire personal interest that conflicts with their responsibilities under this contract. Additionally, the contractor will not knowingly permit any public official or public employee who has any responsibility related to this contract or the project to acquire an interest in anything or any entity under the contractor's control if such an interest would conflict with that official's or employee's duties. The contractor will disclose to Delaware County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this contract. The contractor will take all legal steps to ensure that such a person does not participate in any ac-



The following affidavits and forms will be required and are included as attachments to this RFP and, by this reference, are incorporated herein:

- a. Certification/Affidavit in compliance with O.R.C. Section 3517.13
- b. Non-Collusion Affidavit
- c. Personal Property and Real Estate Tax Affidavit
- d. Certification Regarding Findings for Recovery

**7.9 Price; Proposal Bond**

Each Offeror shall submit a proposed all-inclusive price for the services, as well as a proposed payment structure.

Each Offeror submitting a Proposal in response to this RFP shall also submit a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00), conditioned that the Offeror, if the Offeror's proposal is accepted, shall execute a contract in conformity to the RFP.

**7.10 Additional Required Contractual Terms**

**NOTE: ALL REQUIRED FORMS ARE INCLUDED IN SECTION 9.0 OF THIS DOCUMENT.**

**7.10.1 Contractor Acknowledgement**

By submitting a proposal, the Contractor 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 Contractor acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.

**7.10.2 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:

- A. 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.
- B. The County reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP.
- C. The County reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
- D. The County reserves the right to cancel this RFP at any time.
- E. 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.
- F. 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 con-

tents of this RFP and to award the contract in the manner deemed to be in the best interest of the County.

**7.10.3 Independent Contractor**

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor 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.

**7.10.4 Indemnification**

The Contractor shall provide indemnification as follows:

- A. 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.
  
- B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

- C. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, 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 Contracted Parties performance of this Contract. 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, penalties, fines, and expenses, including, but not limited to attorney's fees.

#### **7.10.5 Insurance**

The Contractor 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 Contractor 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:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. 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.
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount

providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.

- D. 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/DCJC, 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/DCJC 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.

#### **7.10.6 Performance and Payment Bond**

Within ten (10) days from the date of the award of the contract, the Contractor will be required to enter into the Contract with the County, and, at that same time, give an acceptable performance and payment bond in the name of the Delaware County Board of Com-

missioners, Delaware County, Ohio in the full amount of the contract price to properly secure the performance of said Contract in accordance with the terms, provisions and conditions of the Contract and within the time specified.

Such performance bond shall be substantially in the form provided in Ohio Revised Code section 153.57. The bond shall be made payable to the Delaware County Board of Commissioners, Delaware County, Ohio, referencing the applicable proposal name and/or number. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Failure on the part of the Contractor to furnish the required performance bond to the County within ten (10) days of the award may be considered cause for the annulment of the bid award and forfeiture of the bid bond/guaranty to the County.

Any action on the part of the Contractor or its bonding company to revoke or cancel the performance bond prior to the expiration of the Contract or extension thereto, will be considered a breach of Contract and will result in the immediate cancellation of the Contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the County in seeking replacement equipment and services.

Furthermore, the County, in its sole discretion, may require additional bonding from the Contractor. Should an additional bond be required, the County will make that determination prior to executing the Contract.

The surety company providing the Contract Performance Bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the County. Attorneys-in-fact who sign the contract performance bond must file a certified and effectively dated copy of their power of attorney evidencing their authority to sign and bind the surety company, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

**7.10.7 Damages in the Event of Default**

The County declares and the Contractor acknowledges that the County may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, and conditions of the Contract. The County declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to the County to compensate the County for any damages it incurs as a result of the default. The Contractor agrees that if the County does not give prompt notice of such a failure, that the County has not waived any of its rights or remedies concerning the failure by the Contractor.

**7.10.8 Termination for Cause/Convenience**

**A. Termination for Convenience**

Either Party may terminate this Contract at any time and for any reason by giving at least on hundred eighty (180) days advance notice, 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.

B. 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.

C. 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 or obligations under this Contract and such failure(s) is (are) 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.

**7.10.9 Inspection and Maintenance of Records and Work Papers/Audit**

At any time, during regular business hours, with reasonable notice and as often as the County or their representatives may deem necessary, the Contractor shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The County or their representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement / compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the Contractor shall contact the County in writing to obtain

written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

**7.10.10**

**Notices**

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Contractor:

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Fax: \_\_\_\_\_

County:

Nicholas Karafa  
Jail Director  
Delaware County Sheriff's Office  
844 US Rt. 42 N  
Delaware, Ohio 43015

Fax: (740) 833-2839

**7.10.11 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.

**7.10.12 Drug Free Workplace**

The Contractor 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 Contractor 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.

**7.10.13 Findings For Recovery**

The Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

**7.10.14 Campaign Finance Certification**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the Contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Proposal / Bid packet will result in the response/proposal to be deemed non-responsive and disqualified from receiving further consideration. Such certification is attached to this Contract and by this reference made a part of this Contract.

#### **7.10.15 Non-Collusion / Conflict of Interest**

The Contractor certifies as follows:

- This proposal/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This proposal/Contract is genuine and not collusive or a sham.
- The offeror/Contractor has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal.
- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any offeror or anyone else to put in a sham proposal or that anyone shall refrain from submitting a proposal.
- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the County or anyone interested in this Contract.
- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of said offeror or any other offeror, or to fix any overhead, profit or cost element of such price or that of any other offeror, or to secure any advantage against the County or anyone interested in the proposed contract.
- This proposal/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The offeror/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the offeror/Contractor from entering this Contract.
- The offeror has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the offeror in its general business.
- All statements contained in the proposal are true.
- All statements contained in the Contract are true.

Contractor agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Contractor agrees that it will not employ in any manner a current Delaware County employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the County.

#### **7.10.16 Effect of Acceptance of Bid**

Acceptance of delivery of any proposal shall not constitute an agreement between the submitter and the County, and the County shall have no liability whatsoever to any submitter whose proposal is not accepted.

**7.10.17 Patent or Copyright Liabilities**

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.

**7.10.18 Conflicts of Terms, Conditions, or Provisions**

To the extent that the terms, conditions, or provisions of this RFP and any proposal submitted by the Contractor 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.

**7.10.19 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.

**7.10.20 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.

**7.10.21 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.

**7.10.22 Incorporation of Proposals/Appendices**

All proposals, appendices, forms, and other documents as completed and submitted to the County by the Contractor are hereby incorporated into this RFP and the Contract.

**7.10.23 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.

**7.10.24 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.

**7.10.25 Entire Agreement**

This RFP (and its appendices and attachments), all written addenda issued by the County, the Contractor’s proposal, all approved documents completed by the Contractor and submitted to the County, and the Contract shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**8.0 Evaluation of the Proposal**

This RFP is being conducted in accordance with the procedures for competitive sealed proposals, pursuant to Section 307.862 of the Ohio Revised Code. Delaware County will weigh three (3) factors to determine which offeror submits the proposal determined to be the most advantageous to Delaware County. Proposals will be scored based on allocation of points shown below.

*Mandatory Requirements.*

Proposals that do not contain all information and documents required in the RFP may be determined to be non-responsive as failing to meet the basic requirements of the RFP.

*Three Key Factors for Contract Award*

<b>Factor</b>	<b>Weight Given</b>
1. Ability to provide services specified (Section 3.0, 4.0, 5.0)	50 points
2. Price.	10 points
3. Profile and Work Plan (Section 7.3)	40 points
<b>TOTAL CRITERIA WEIGHT</b>	<b>100 points</b>

**8.1 Evaluation Team**

A selection committee established by the Delaware County Sheriff will evaluate the proposals. The composition will remain consistent for all responses and the selection committee will be responsible for documenting and tabulating the scores for all responses.

**8.2 Evaluation Approach**

Delaware County shall evaluate all proposals received and rank the offerors based upon the evaluation factors specified above. The Delaware County Sheriff may select one or multiple offerors with which to hold additional discussions based upon the evaluation factors specified above. Delaware County shall avoid disclosing any information derived

from proposals submitted by competing offerors during those discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by Delaware County. Based upon a review of the proposals and potential additional discussions with a select offeror, Delaware County shall enter into contract negotiations with the highest ranked offeror. The Delaware County Prosecutor's Office shall review the apparent best proposal contract(s) and both parties must agree to the terms and conditions. Delaware County shall engage in contract negotiations with only one (1) offeror at a time. Failure to agree upon the terms and condition shall eliminate the proposal from further consideration. Requests by Delaware County for clarification of proposals shall be in writing. Said requests shall not alter the offeror's pricing information contained in its proposal. If negotiations with the highest ranked offeror fail, negotiations with this offeror shall be terminated, and Delaware County may enter into contract negotiations with the next highest ranked offeror. This process may continue until a contract is successfully negotiated.

### 8.3 *Notices*

- a. Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; 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 request for proposals.
- 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 request for proposals.



- a. the individual;
- b. each partner or owner of the partnership or other unincorporated business;
- c. each shareholder of the association;
- d. each administrator of the estate;
- e. each executor of the estate;
- f. each trustee of the trust;
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- i. any combination of persons identified in (a) through (f) of this section.

2. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)<sup>2</sup>:

- a. an owner of more than twenty per cent of the corporation or business trust;
- b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
- c. each child seven years of age to seventeen years of age of an owner of

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of age of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (ix) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.” (Emphasis added.)

<sup>2</sup> O.R.C. § 3517.13(J)(1)(a) provides:

[N]o political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year, to a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, if any of [those persons listed in ¶ 2, a–c] . . . has made, as an individual, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

O.R.C. § 3517.13(J)(1)(b) prohibits award of such a contract

[I]f **any combination** of the following has made, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) Owners of more than twenty per cent of the corporation or business trust; (ii) Spouses of owners of more than twenty per cent of the corporation or business trust; (iii) Children seven years of age through seventeen years of age of owners of more than twenty per cent of the corporation or business trust; (iv) Any political action committee affiliated with the corporation or business trust. (Emphasis added.)

- d. more than twenty per cent of the corporation or business trust;  
any combination of persons identified in (a) through (c) of this section.

**BIDDER:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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



9.3

PERSONAL PROPERTY & REAL ESTATE TAX 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 bid, with offices located at: \_\_\_\_\_ and as it's duly authorized representative states that effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (date of submission of the bid) the (Name of Offeror) \_\_\_\_\_

- ( ) Is NOT charged with delinquent personal property or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.
( ) Is charged with delinquent personal property taxes and/or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio. The County and Amount of delinquent personal property taxes is listed below and includes total amount and any penalties and interest thereon.

County:

Amount:

\_\_\_\_\_
Affiant

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

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

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

**9.4**

**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.

\_\_\_\_\_  
Authorized Signature