

REQUEST FOR COMPETITIVE SEALED PROPOSALS

**RFP #22-05
UNIFORMED ARMED SECURITY OFFICERS
FOR DELAWARE COUNTY**



CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

JEFF BENTON

BARB LEWIS

GARY MERRELL

91 North Sandusky Street
Delaware, Ohio 43015
Phone: (740) 833-2100

PUBLIC NOTICE
REQUEST FOR COMPETITIVE SEALED PROPOSALS
RFP #22-05 – UNIFORMED ARMED SECURITY OFFICERS

This Notice to offerors 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 "Public Notices and Bids."

Sealed proposals for Uniformed Armed Security Officers for Delaware County will be received by the Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 at 2:00 PM on Monday, December 12, 2022. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents, and only names of offerors will be read aloud.

Each proposal must contain the full name of every person or company interested in same, and be accompanied by a bond or certified check in the amount of \$1,000.00 made payable to Delaware County, Ohio. Contract specifications may be obtained online or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1405 US Highway 23 North, Delaware, Ohio during normal business hours. Proposals shall be submitted in a sealed envelope marked "Sealed Proposal for Uniformed Armed Security Officers."

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, and the right to waive any immaterial defect in a proposal. 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. The decision to award a contract is within the sole discretion of the Board of Commissioners. If an award is made, it shall be to the offeror whose proposal is determined to be the most advantageous to Delaware County, Ohio.

<End of Advertisement>

INSTRUCTIONS TO OFFERORS

RFP #22-05 – UNIFORMED ARMED SECURITY OFFICERS

1. Legal Framework: This Request for Competitive Sealed Proposals (RFP) is issued under the provisions of the Ohio Revised Code (ORC) Section 307.862. All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFP and subsequent contract.

2. Receipt and Opening of Proposals: The Delaware County Board of Commissioners will receive proposals at 91 N. Sandusky Street, Delaware, Ohio. All portions of the proposal must be appropriately filled in. Proposals will be received until **Monday, December 12, 2022, 2:00 PM EST**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents, and only names of offerors will be read aloud. The Board of Commissioners may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the award of a contract. Any proposal received after the time and date specified shall not be considered.

3. Proposal Guaranty Requirements: Each proposal shall be accompanied by a bond or a certified check, cashier's check, or money order on a solvent bank or savings and loan association (any other form of bond, including Company or Personal Checks shall be rejected and the proposal will be disqualified) in the amount of **One Thousand Dollars (\$1,000.00)** payable to Delaware County Board of Commissioners as a guarantee that, if a proposal is accepted, a contract shall be entered into and its performance properly secured. Said guaranty must be included with each proposal or the proposal will be disqualified. Said guaranty will be returned to all successful and unsuccessful offerors within thirty (30) days of contract execution unless otherwise notified.

4. Submission Guidelines for Proposals: By submitting a proposal, the offeror will be held accountable to know the specifications and conditions under which the resulting contract will be accomplished. This includes the contents of all RFP documents, regulations, and applicable laws.

Any proposal submitted to Delaware County is to be prepared at the offeror's expense. 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.

5. Addenda and Interpretations: No official interpretation of the meaning of the specifications or other RFP documents will be made to any offeror orally.

During the RFP process, offerors may be furnished certain amendments covering additions or deletions to the RFP documents. Amendments will be included in the scope of work and will become a part of contract documents.

Amendments may be issued up to seventy-two (72) hours preceding the proposal opening date, excluding weekends and holidays. Delaware County reserves the right to postpone the proposal opening for its convenience.

Any prospective offeror desiring an explanation or interpretation of the RFP or specifications must request it in writing to Director of Facilities, Delaware County Facilities, 1405 US Highway 23 North, Delaware, Ohio 43015 and to be given consideration, must be received at least five (5) business days prior to the date fixed for the proposal opening. Any information given a prospective offeror concerning the RFP will be furnished promptly to all other prospective offerors as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective offerors.

6. Offeror's Signature: The firm, corporate or individual name of the offeror must be completed in the signature portion of the proposal. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of the partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as" or "sole owner." The offeror shall further state in its proposal the name and address of each person or corporation interested therein.

7. Rejection: The County may reject all proposals, waive technicalities and defects, or elect to advertise for new proposals on the required items, products, or services. The Delaware County Board of Commissioners reserves the right to reject any or all of the proposals on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful offeror against the Delaware County Board of Commissioners.

8. Property Taxes: A completed, notarized affidavit regarding delinquent personal property taxes in Ohio is required to be completed before a contract is awarded. A blank copy is included within the RFP.

9. Unresolved Findings for Recovery: Per Ohio Revised Code Section 9.24 (A) No political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. Before awarding a contract for goods, services, or construction, paid for in whole or in part with state funds, a state agency or political subdivision shall verify that the person to whom the state agency or political subdivision plans to award the contract does not appear in the database described in division (D) of section 9.24. Unresolved finding for recovery may result in the rejection of a proposal.

10. Equal Opportunity: The contract shall contain provisions similar to those required by Section 153.59 of the Ohio Revised Code which state in part:

That in the hiring of employees for the performance of work under the contract or any subcontract no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

11. Public Record and Treatment of Confidential and Proprietary Information: 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. In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract, pursuant to section 307.862(C) of the Revised Code.

12. Evaluation Criteria and Award: If a contract is to be awarded pursuant to this RFP, it will be awarded to the offeror whose proposal is determined to be the most advantageous to Delaware County. A selection committee, designated by the County Administrator, will review all proposals and evaluate them based upon the requirements stated in this RFP, including, but not limited to, the following criteria (with evaluation weight provided):

- Quality & Adequacy of Response to RFP (10 percent)
 - Completeness and thoroughness
 - Responsiveness to terms, conditions, and specifications
 - Overall impression and understanding of the services
- Experience & References (30 percent)
 - Providing required references
 - Statements from references
 - Experience in past assignments
 - Firm history, personnel, and financial condition
- Quality, Capacity and Capability (40 percent)
 - Quality of services
 - Ability to meet the requirements for services
 - Ability to work cooperatively and closely with County staff
 - Capacity to properly staff for the required services
 - Capability to perform the services at the highest level
- Price (20 percent)
 - Pay commensurate with the level of service expected and required

The 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 Board of Commissioners 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 offerors. If any such offeror 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.

If the County selects an offeror for contract development, the County will conduct contract discussions and negotiations, based upon the sample contract provided, with the selected offeror with the assistance of General Counsel to the Board of Commissioners.

13. Statutory 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.

PROPOSAL SPECIFICATIONS

RFP #22-05 – UNIFORMED ARMED SECURITY OFFICERS

The Delaware County Commissioners Office will receive proposals for Uniformed Armed Security Officers. The specifications, requirements and expectations for a proposal are as follows (all are minimum):

- A. Delaware County is seeking to enter into a two (2) year contract, renewable if agreed upon by both parties for three (3) additional one (1) year periods, for uniformed armed security officers. Services are to be provided at the Delaware County Courthouse, Rutherford B. Hayes Services Building, the Frank B. Willis Building, and any other facilities as needed.
- B. Services to be provided include, but are not limited to, operation of single point entry, monitoring camera surveillance, perimeter/grounds inspections, and other duties as assigned by the Delaware County Sheriff's Office and the Director of Facilities.
- C. Services to be provided at the Courthouse, 117 N. Union Street, and the Rutherford B. Hayes Building, 145 N. Union Street, is five (5) security guards. Coverage will be during normal business hours of 7:30 AM to 5:00 PM Monday thru Friday, excluding county holidays.
- D. Services to be provided at the Frank B. Willis Building, 2079 US Highway 23 North, is one (1) security guard. Coverage will be during normal business hours of 8:00 AM to 5:00 PM Monday thru Friday and 8:00 AM to 2:30 PM on Saturdays, excluding county holidays.
- E. Services shall include one (1) on-site supervisor to oversee all sites.
- F. Modification of normal business hours can occur when agreed to by both parties.
- G. A maximum of two guards may be unarmed at any time due to time consideration in awaiting certification. Unarmed guards shall only be temporary in nature while awaiting certification and for a maximum of four (4) months. The temporary placement of unarmed guards shall only coincide with armed guards.
- H. Additional Services as requested for meetings and events not during normal business hours (nights and weekends) as needed.
- I. The County offices are closed and will pay the standard hourly rate on the following holidays;
 - News Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - New Year's Day

The County offices are closed for a half day and will pay for 4 hours at the standard hourly rate on the following holidays;

- Little Brown Jug Day (Third Thursday after Labor Day)
- Christmas Eve

- J. No price adjustment will be granted during the first twelve (12) months duration of the contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the contractor may petition the County to increase the contract price(s). If approved by the County, the contractor will only be entitled to the exact amount of the increase as approved in the respective program. The County will not agree to any increase that is retroactive to the start date of the contract or is within the above stated time period that prices may not be adjusted. The contractor must give the County a minimum of thirty (30) calendar days' notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (e.g. Federal Minimum Wage Scales, tariff schedules, etc.). If approved, the increase will become effective on the date set forth in the request and will remain in effect for the duration of the contract. Approval of said increase is at the sole discretion of the County. No petition for increase will be considered for adjustments that occurred prior to the effective date of the contract.
- K. The contractor must notify the County ninety (90) days prior to the expiration of any term of any cost increases for the renewal period.
- L. The point of contact for communication concerning the contract or to the Delaware County Commissioners is via the Director of Facilities.
- M. The security guards will work closely with the Delaware County Sheriff's Deputies and may be required to assist the Deputies, if requested by the Sheriff's Office or Deputies.
- N. Offerors shall include with their proposals a copy of any current SOGs, policies, post orders, operations manual and/or training manuals they currently use that would be applicable to the operations for Delaware County. These submittals will be part of the information used for proposal review and determination of the most advantageous proposal.
- O. All offerors shall include any certification, accreditation and licenses the company has received. List all training, certifications, and licenses for security guards to be providing security services. List of all uniforms, equipment, and necessary supplies provided to security guards to be providing security services.
- P. The contractor shall not assign any officer with a criminal conviction to a County location without first discussing such conviction, inclusive of all the facts and circumstances, with the County and obtaining the County's written approval of such assignment.
- Q. The Director of Facilities or authorized representative, reserves the right to request the removal and replacement of any guard, which he/she feels is not performing their duties properly in accordance with the contract, specifications, or applicable policies. The replacement of the guard shall be accomplished within two (2) hours of such notification.
- R. The contractor shall be responsible to provide replacement guard personnel due to sickness, personal emergencies, or vacations of assigned guard personnel in sufficient time to insure continuity of service. All replacement guards shall comply with applicable requirements.
- S. All offerors shall list at least three (3) professional references.
- T. All offerors shall provide proof of all required insurance coverages, which are listed in the sample contract included in the RFP.
- U. Delaware County will provide portable radios on the County's 800 MHz system for use while on County property.
- V. If Delaware County awards a contract pursuant to this RFP, it will award the contract based on the qualifications as presented and gathered, and meeting the terms and conditions of the specifications to best

serve the County's interest at a reasonable rate. Factors such as, but not limited to, location, years of operation, training, certifications, company policies for hiring and training, equipment provided, attention to detail, and past experience will be used to evaluate all proposals. Lowest cost alone will not be the determining factor. Delaware County reserves the right to request additional information, such as financial statements, credit reports, etc., to determine the most advantageous proposal.

- W. The contractor is responsible for securing all materials/items while in their possession.
- X. Delaware County shall pay the contractor within thirty (30) days after receipt of any invoice.
- Y. Any questions should be submitted in writing by email to jmelvin@co.delaware.oh.us at least five (5) business days prior to the proposal opening date and time.
- Z. 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.
- AA. Enclosed herein is a sample contract containing the terms and conditions that will apply in the event of an award pursuant to this RFP. Delaware County will consider any proposed modifications to the contract terms in the negotiation phase, but only if the proposal contains those proposed modifications. Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions as stated in the sample contract.
- BB. 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. The County may require that the Contract resulting from this RFP incorporate the legal notice, this RFP and all of its appendices, addenda, and attachments.
- CC. 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 the contract or has been duly authorized by his/her principal to submit a proposal and execute the contract on such principal's behalf.
- DD. **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.

Failure to complete all blanks and sign the Proposal Form in full or failure to comply with all specifications and instructions could result in the non-acceptance of your proposal.

**Delaware County Facilities Management
PROPOSAL FORM**

The undersigned Offeror, _____, having carefully inspected the Public Notice and instructions to offerors proposes to provide Delaware County Uniformed Armed Security Officers at the unit price indicated, and in accordance with the RFP documents.

The following Documents are attached to this Proposal Form:

- The full name of every person or company interested in the proposal/contract.
- Bond or Certified Check in the amount of \$1,000 made payable to Board of Delaware County Commissioner.
- Non-Collusion Affidavit
- Delinquent Real Estate and Personal Property Tax Affidavit.

Proposals will be opened, with only the names of offerors read aloud, on: **Monday, December 12, 2022 at 2:00pm.** No proposals will be received, opened, and/or considered after this time.

Any and all addenda issued must be listed, failure to acknowledge receipt of an addendum may result in the rejection of your proposal.

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

3. COMPANY INFORMATION

Company Name: _____
Address: _____

Contact Person: _____
Title: _____
Email: _____
Telephone: _____

How many years has your company been in operation? _____

4. REFERENCES

List at least three (3) professional references.

a. Company/Business: _____
Address: _____

Contact Person/Title: _____
Telephone: _____
Provided services from: _____ to: _____.
Services provided: _____

b. Company/Business: _____
Address: _____

Contact Person/Title: _____
Telephone: _____
Provided services from: _____ to: _____.
Services provided: _____

c. Company/Business: _____
Address: _____

Contact Person/Title: _____
Telephone: _____
Provided services from: _____ to: _____.
Services provided: _____

5. UNIFORMED ARMED SECURITY OFFICER PROPOSAL

Item No.	Employee Description	Hourly Pay Rate to Employee	Total Hourly Rate Paid by County
1.	Armed Security Guard	\$	\$
2.	Site Supervisor	\$	\$

Include with your proposal a copy of all certification, accreditation and licenses the company has received. List and/or provide a copy of all training, certifications, licenses, SOGs, policies, post orders, operations manual, and/or training manual for the employees who will be providing security services. List all standard issue equipment and/or technology to be provided with employees who will be providing security services.

6. ADDITIONAL SERVICES (optional) List unit pricing for any additional services offered. Attach additional documentation as necessary.

Service:	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNATURE LINE Must be completed in full for all proposals.

The undersigned has carefully read all documents and is submitting to Delaware County this proposal for Uniformed Armed Security Officers.

By (Signature) _____

Print Name _____

Date _____

Company _____

Address _____

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;
 that such proposal is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal, or that such other person shall refrain from submitting a proposal, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or any other offeror, or fix any overhead, profit or cost element of said price, or that of any other offeror, 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 are true; and further, that such offeror has not, directly or indirectly submitted this proposal, 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: _____

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 proposal, with offices located at: _____ and as its duly authorized representative states that effective this _ day of _____, 20____ (date of submission of the proposal) the (Name of Vendor) _____

- () 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: _____

SAMPLE CONTRACT

SERVICES AGREEMENT Uniformed Armed Security

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 (the "County"), and < _____ > (the "Contractor") (hereinafter collectively referred to as the "Parties").

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide armed security services (the "Services") in accordance with, and as described in, the Contractor's proposal dated < _____ > (the "Proposal") and the County's Security Services Specifications (the "Specifications"), which are both attached hereto and, by this reference, fully incorporated herein. Also incorporated by reference are the RFP Documents for the County's RFP #22-05 – Uniformed Armed Security Officers. In the event of a conflict between this Agreement, consisting of pages 1 through 5, and the documents incorporated by reference, the following order of precedence shall apply: (1) this Agreement; (2) the Specifications; (3) the RFP Documents; and the Proposal.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall, with the approval of the County Administrator, have authority to review and order changes, commencement, suspension or termination 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 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed < _____ > Dollars and < _____ > Cents (\$< _____ >) without subsequent modification in writing signed by both Parties.
- 4.3 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 as set forth in the Proposal.

5 NOTICES

- 5.1 Any notices issued under this Agreement shall be served in writing via U.S. certified mail at the Parties' respective addresses set forth above. The Parties may use electronic communication for the purposes of

general communication; however, e-mail shall not be used to transmit official notices as contemplated herein.

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 COMMENCEMENT OF SERVICES; TERM

- 7.1 The Contractor shall commence Services upon written direction from the Project Manager and shall complete the Services in accordance with the Proposal and the Specifications.
- 7.2 The term of this Agreement shall run from the date first written above and terminate on < >, unless terminated or extended in accordance with this Agreement.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written notice as specified in Section 5, 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.
- 8.2 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.

9 INDEMNIFICATION

- 9.1 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.

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain general liability insurance of \$3,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage, which shall include coverage under the policy for the armed operations of all security guard personnel. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be twice the required occurrence limit.
- 10.2 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.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

- 10.4 Professional E&O Coverage: Contractor shall maintain Professional Errors and Omissions Liability insurance for armed security guards with a limit not less than \$3,000,000 general aggregate.
- 10.5 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 10.1 and 10.2.
- 10.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor 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 Services under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 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.
- 11.2 Assignment and Subcontracting: Contractor shall not assign this Agreement or any of its obligations arising under this Agreement without the County's prior written consent. Contractor shall not subcontract any of the Services without the County's prior written consent.
- 11.3 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.**
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.

- 11.8 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.9 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.
- 11.10 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 Services 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 <http://www.co.delaware.oh.us/index.php/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.
- 11.11 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 Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.12 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability 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 Services 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 Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(The remainder of this page is left intentionally blank.)

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

< **CONTRACTOR** >

Date: _____

By: _____
Signature

Printed Name of Principal

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

Date: _____

By: _____
_____, President
Pursuant to Resolution No. 11-137 and
Resolution No. _____

Approved as to Form:

Aric I. Hochstettler
General Counsel
Delaware County Board of Commissioners

AUDITOR'S CERTIFICATION

The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that < _____ > has no unresolved findings for recovery issued against it by the State of Ohio.

Date: _____

George Kaitsa
Delaware County Auditor