

**CONTRACT FOR REAL ESTATE PROPERTY TAX BILL PRINTING,  
PROCESSING, HANDLING AND MAILING**

This Contract for Real Estate Property Tax Bill Printing, Processing, Handling, and Mailing Services (“Contract”) is entered into this \_\_\_\_\_, 20\_\_\_\_ by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 91 N. Sandusky St., Delaware, OH 43015, on behalf of the Treasurer of Delaware County, Ohio, whose principal place of business is located 145 N. Union St., 1<sup>st</sup> Floor, Delaware, OH 43015, the State of Ohio Tax Commissioner, and:

\_\_\_\_\_  
Company Name (“Contractor”)

whose principal place of business is located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(individually “Party,” collectively, “Parties”).

**1. Purpose**

The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide all labor, equipment, machinery, vehicles, time, supplies, and materials necessary to provide for quality real estate property tax bill printing, processing, handling, and mailing services, all provided and performed in accordance with the provisions of the Request for Bids (“RFB”) and this Contract (collectively “Services”).

**2. Definitions**

Unless otherwise defined in this Contract, capitalized words and phrases shall have the same meanings assigned to them by the RFB.

**3. Incorporation of Contract Documents**

This Contract includes all Contract Documents (Legal Notice, RFB, Bid, Bidder’s submittal) and all forms, attachments, appendixes, and/or exhibits to this Contract and those documents. By this reference, the Contract Documents and all forms, attachments, appendixes, and/or exhibits to this Contract and those documents are incorporated into and made a part of this Contract.

**4. Term**

The term of this Contract shall become effective on and be inclusive of the date the last Party signs this Contract and continue through \_\_\_\_\_, unless otherwise terminated as provided in this Contract.

## 5. Renewal

Upon signed written agreement of the Parties, this Contract may be renewed subject to the same terms and conditions as provided in this Contract and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties. Any renewal agreements shall become a binding part of this Contract.

## 6. Scope of Services

The following Services shall constitute the Specifications for this Contract. The Services to be provided include, but are not limited to, the following:

### A. Summary of Project

Delaware County, Ohio has approximately 98,000 real estate property tax parcels. Real estate property taxes are billed in two (2) installments annually. Approximately 42,000 tax bills are sent to property owners for each installment. Taxes are due on February 10<sup>th</sup> and July 10<sup>th</sup> of each calendar year<sup>1</sup>. The Treasurer is responsible for mailing the bills for real estate property taxes at least twenty (20) days prior to these semi-annual due dates. For purposes of this Contract, tax bills for each installment shall be mailed respectively no later than the first Friday of January and the first Friday of June ahead of each due date.

For each semi-annual installment during the term of the Contract, the Contractor shall be responsible for and shall timely provide all labor, equipment, machinery, vehicles, time, supplies, and materials necessary to fully provide for quality real estate property tax bill printing, processing, handling, and mailing services (“Services”), all in accordance with the RFB and the Contract.

### B. Compliance with Legal Requirements

All Services must meet the requirements of R.C. § 323.13 *et seq.*, all other applicable federal, state, and local laws, rules, and regulations, and the detailed specifications contained in the RFB and Contract.

### C. Quality

All Services shall be of good quality, satisfactory to the Treasurer, in the Treasurer’s sole discretion, and be provided and performed in a timely and professional workman like manner.

### D. Tax Bill

In accordance with R.C. § 323.131, each tax bill prepared and mailed or delivered shall be in the form and contain the information required by the State of Ohio Tax Commissioner (“Commissioner”). The current form is attached to the RFB as Appendix J. If a new or updated form is required by the Commissioner, the Treasurer shall provide that new or updated form to the

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<sup>1</sup> **Important Note:** Real estate property tax due dates are established by the State of Ohio. Any extension of the prescribed due date must be approved by the State of Ohio upon application of the county treasurer. The Treasurer does not intend on seeking extensions of these dates.

Contractor. The Contractor shall customize the form for Delaware County use. Prior to printing tax bills for each installment, the Contractor shall provide a proof (i.e. sample) tax bill to the Treasurer for the Treasurer's review and approval.

The tax bill shall meet the following requirements:

- Meet all requirements of R.C. § 323.131 and be in the form required by the Commissioner.
- Meet all applicable federal, state, and local laws, rules, and regulations, and the detailed specifications contained in the RFB and Contract.
- Be printed on white 8 ½" x 11" (letter size) paper. Paper should be at least 20lb weight.
- Contain the Treasurer's logo (to be provided by the Treasurer).
- Contain custom colors, front, and backer text.
- Contain taxpayer name, address, property address, parcel number, tax information, and any other information required by the Treasurer and/or Commissioner.
- Text for taxpayer name, address, property address, parcel number, tax information, and any other information required by the Treasurer and/or Commissioner shall be black in color, in a standard font (i.e. Times New Roman), and at least 11 point font size.
- Contain a return stub to be returned with payment that displays taxpayer name, address, property address, parcel number, tax information, any other information required by the Treasurer and/or Commissioner.

#### **E. Tax Bill Inserts (i.e. "Buck Slip")**

Aside from the tax bill, the Treasurer may require other items to be inserted in the outgoing envelope with the real estate tax bill and return envelope. The Treasurer currently requires one (1) approximately 7¾" x 3¼" insert, known as a "Buck Slip," to be inserted in the outgoing envelope with the real estate tax bill and return envelope. The Treasurer will specify the text and graphics to be included on the Buck Slip. The Contractor shall custom design the Buck Slip with the required text and graphics and provide a proof to the Treasurer for review and approval prior to performing Services for each tax bill installment. After approval by the Treasurer, the Contractor shall print and insert the Buck Slip in each outgoing envelope. An example Buck Slip is included in Appendix J.

The content (text and graphics) on the Buck Slip are subject to change for each tax bill installment. The Contractor shall check with the Treasurer for changes when preparing to perform the Services for the next installment mailing. The Treasurer shall advise the Contractor of any changes, the Contractor shall make those changes, and provide a proof to the Treasurer for review and approval.

Except for the Buck Slip and other inserts expressly approved and authorized by the Treasurer, **NO** other items besides the real estate tax bill and return envelope shall be enclosed in the outgoing envelope.

#### **F. Envelopes**

The Contractor shall design a custom outgoing envelope for mailing tax bills to taxpayers and a custom envelope to be enclosed with the tax bill for the tax payer to return payment. Prior to printing, the Contractor shall provide proofs (i.e. samples) of both envelopes to the Treasurer for the Treasurer's review and approval.

The outgoing envelope shall meet the following requirements:

- Meet all requirements of R.C. § 323.131 and be in the form required by the Commissioner.
- Meet all applicable federal, state, and local laws, rules, and regulations, and the detailed specifications contained in the RFB and Contract.
- Be a #10 (9" X 12") window envelope for displaying outgoing address.
- Envelope shall be white in color.
- Contain the Treasurer's logo (to be provided by the Treasurer).
- Contain the return address for the Treasurer.
- The text should be in custom colors and front.

The return envelope shall meet the following requirements:

- Meet all requirements of R.C. § 323.131 and be in the form required by the Commissioner.
- Meet all applicable federal, state, and local laws, rules, and regulations, and the detailed specifications contained in the RFB and Contract.
- Be a #9 envelope that fits inside the outgoing envelope with the tax bill.
- Envelope shall be white in color.
- Contain the Treasurer's logo (to be provided by the Treasurer).
- Contain the return address for the Treasurer.
- The text should be in custom colors and front.

**G. Process:**

The following process will be used to provide the Services for each billing cycle:

1. Once the Treasurer has established due dates for the billing cycle, the Treasurer will provide these to the Contractor. The Contractor shall then provide deadlines for format and data changes, testing, and submission of production files for that billing cycle.
2. The Treasurer will submit test data files to the Contractor via secure FTP site. The file layouts, mapping, and CSV formats will be provided by the Treasurer.
3. The Contractor will provide to the Treasurer an electronic file of real estate property tax bill proofs for review, barcode testing, and OCR line testing.
4. Once initial proofs are approved by the Treasurer, the final data file will be sent to the Contractor via secure FTP site. The file layouts, mapping, and CSV formats will be provided.
5. The Contractor will provide to the Treasurer final real estate property tax bill proofs for review, barcode testing, and OCR line testing.
6. The Treasurer's tax services provider will balance its tax data file load totals to the tax data file totals provided by the Treasurer.
7. Once the final proofs are approved by the Treasurer and the tax data file totals are verified, run and mailing dates will be established by agreement of both Parties.
8. The Contractor shall print and stuff the envelopes by the run date and deliver the tax bills to the United States Post Office for placement in the U.S. Mail by the mail date.
9. The Contractor will provide to the Treasurer a searchable electronic file containing all real estate property tax bills and informational sheets produced for that billing cycle.
10. The Contractor shall invoice the Treasurer for Services and invoice the Board for Postage.

## **H. Information for Tax Bills**

In advance of each installment and with time for printing and mailing, as negotiated between Contractor and Treasurer, the Treasurer shall electronically provide to the Contractor via data file all taxpayer and tax information to be printed on individual tax bills, including, but not limited to, taxpayer name, address, property address, parcel number, tax information, and any other information required by the Treasurer and/or Commissioner.

## **I. Printing**

Printing shall occur as follows:

First Half Billing (First Installment): The Treasurer will provide one data file for real estate property tax bills. The Contractor will print information from the data file onto the preprinted custom real estate property tax bills.

Second Half Billing (Second Installment): The Treasurer will provide one data file for real estate property tax bills. The Contractor will print information from the data file onto the preprinted custom real estate property tax bills.

### General:

- High quality digital or laser printing is required.
- Text for taxpayer name, address, property address, parcel number, tax information, and any other information required by the Treasurer and/or Commissioner shall be black in color, in a standard font (i.e. Times New Roman), and at least 11 point font size.
- The remittance stub portion of the real estate property tax bill must contain:
  - An OCR line. Standard for the OCR line will be provided by the Treasurer.
  - A barcode. Standard for the OCR line will be provided by the Treasurer.
- The Contractor will print custom messages provided by the Treasurer.
- Data sections printed from files onto the real estate property tax bills must be able to grow or shrink according to varying sizes of information provided for each parcel number.

## **J. Handling**

In time to mail the tax bills respectively no later than the first Friday of January and the first Friday of June ahead of each installment due date, the Contractor shall print the tax bills on the approved forms, fold the tax bills, and stuff the tax bills and approved return envelopes into the approved outgoing envelopes and perform all other Services and/or take all other necessary steps to prepare to mail the tax bills.

The Contractor shall sort and deliver real estate property tax bills by treasurer code. The Contractor shall deliver requested codes to the Treasurer. These tax bills require special handling.

The Contractor will deliver the real estate property tax bills to the United States Post Office for mailing, with the exception of the tax bills requiring special handling. The Treasurer will advise the Contractor how to handle the tax bills that require special handling.

## **K. Mailing Information**

Approximately 42,000 tax bills are sent to property owners for each installment. This number is approximate and is subject to increase or decrease.

The Contractor shall provide mailing hygiene by comparing the mailing information from the data file provided by the Treasurer to the latest mailing information provided by the United States Postal Service. The Contractor shall prior to mailing tax bills:

- Update the mailing information on the applicable real estate property tax bills based on the data comparison.
- Provide an electronic report of mailing addresses that were updated to the Treasurer.

## **L. Postage**

Postage means the actual cost of USPS postage at the lowest discounted rate at the time of mailing for the type of item mailed and, if applicable, weight of the item.

The Contractor shall presort data for barcode postage rates. Postage shall be charged separately to the Board at actual cost. Invoices for Postage shall be sent to the Treasurer.

## **M. Mailing Deadlines**

Taxes are due on February 10<sup>th</sup> and July 10<sup>th</sup> of each calendar year<sup>2</sup>. The Treasurer is responsible for mailing the bills for real estate property taxes at least twenty (20) days prior to these semi-annual due dates. For purposes of this Contract, tax bills for each installment shall be mailed respectively no later than the first Friday of January and the first Friday of June ahead of each due date.

## **N. Prohibition on Including Other Items with Tax Bills**

Except for the Buck Slip and other inserts expressly approved and authorized by the Treasurer, **NO** other items besides the real estate tax bill and return envelope shall be enclosed in the outgoing envelope.

## **O. No Substitutions**

There shall be no Exceptions to or substitutions for any of the specifications/scope of services contained in the RFP and/or this Contract.

## **P. Warranty**

The Contractor shall fully guarantee and warrant the Services as follows:

- The Contractor represents and warrants that it has adequate quality and quantity of trained staff and equipment to undertake the Services.

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<sup>2</sup> **Important Note:** Real estate property tax due dates are established by the State of Ohio. Any extension of the prescribed due date must be approved by the State of Ohio upon application of the county treasurer. The Treasurer does not intend on seeking extensions of these dates.

- The Contractor represents and warrants that absent circumstances beyond the Contractor's control, real estate property tax bills for each installment shall be mailed respectively the first Friday of January and the first Friday of June ahead of each due date, but in no event later than at least twenty (20) days prior to the established first and second half due dates as required by the Treasurer in the Ohio Revised Code.
- The Contractor, without exception, fully guarantees and warrants the quality, accuracy, and timeliness of the Services.

The Contractor also hereby warrants that all of its and its subcontractor's board members, officers, officials, directors, managers, employees, volunteers, representatives, and/or agents that will perform the Services and/or this Contract are, or will be at the time of performance, licensed and/or certified, if applicable, to perform the tasks they are required to perform under this Contract and are sufficiently and properly trained to competently perform their job duties.

Additionally, the Contractor hereby warrants that the Services that it provides pursuant to this Contract are correct, accurate, performed properly, and are free from defect. The Contractor, without cost to the County, shall promptly and properly fix, correct, re-perform, and/or replace the Services, any deliverable, or any portion thereof provided pursuant to this Contract that, in the sole discretion of the Treasurer, is/are defective and/or not satisfactorily performed.

## **7. Financial Agreement**

The following are the financial terms and conditions of this Contract.

### **A. Payments**

In exchange for the Services, the County shall pay the Contractor by real estate tax billing cycle, up to the Awarded Bid Amount. Payments shall be made as follows:

1. After each real estate tax billing cycle, the Contractor shall submit to the Treasurer a Proper Invoice for only those costs for or associated with the Services (except for Postage) provided by the Contractor during that billing cycle. The invoice shall be submitted in hard copy directly to the Treasurer as follows:

Donald E. Rankey, Jr.  
 Delaware County Treasurer  
 Office of the Treasurer  
 145 N. Union Street, 1<sup>st</sup> Floor  
 Delaware, Ohio 43015

2. The Contractor shall also submit a separate Proper Invoice to the Board for Postage costs for mailing the real estate property tax bills for that billing cycle. The invoice shall be submitted in hard copy directly to the Board as follows:

Tracie Davies  
 Delaware County Administrator  
 91 N. Sandusky St.  
 Delaware, OH 43015

3. If an alternate bid is awarded, the Treasurer shall pay the Contractor the per piece Alternate Awarded Bid Amount. After providing Services for an alternate bid project, the Contractor shall submit to the Treasurer a Proper Invoice for only those costs for or associated with the per piece Services (except for Postage). The invoice shall be submitted in hard copy directly to the Treasurer per Sec. 7(A)(1) of this Contract. The Contractor shall also submit a separate Proper Invoice to the Board for Postage costs for mailing the per piece items. The invoice shall be submitted in hard copy directly to the Board per Sec. 7(A)(2).

#### **B. Maximum Payment**

The maximum amount payable pursuant to this Contract is the Awarded Bid Amount, plus, if awarded, the Alternate Awarded Bid Amount, multiplied times the number of pieces for which Services are provided.

#### **C. Taxes**

The County is exempt from all federal, state, and local taxes. As such, the County shall be invoiced for and shall not pay any taxes. A tax exempt certificate shall be provided to the Contractor upon request. Should the County be subject to any taxes, it is assumed that the Contractor included all applicable taxes in its Bid, less all discounts and refunds.

#### **D. Invoice**

To receive payment, the Contractor shall submit a detailed invoice (“Proper Invoice”). A Proper Invoice is defined as an invoice free from defects, discrepancies, errors, and/or other improprieties and includes, but is not limited to including, the following:

- Invoice number;
- Purchase order number (if applicable);
- Contractor’s full name, address and telephone number;
- Name of a contact person with the Contractor in charge of billing, including a telephone number and email address for such contact;
- The Contractor’s federal employer identification number;
- As applicable, the Treasurer’s or Board’s full name and address;
- Detail, including, but not limited to, the following:
  - A description of all Services and/or deliverables provided, including, but not limited to, the number of tax bills printed and mailed, the number of window envelopes printed, and the number of tax bill forms printed; and,
  - Dates the Services and/or deliverables were provided; and,
  - Itemized costs, including, but not limited to, rates, applicable discounts, the formula/means of arriving at the total amount owed, and total amount owed.

As applicable, the invoice shall be accompanied by receipts and/or documentation, satisfactory to the County, supporting the invoiced amount.

Upon receipt of a Proper Invoice and, if applicable, any accompanying receipts and/or documentation, payment shall be made to the Contractor. The County shall have no less than thirty (30) days after receipt to pay a submitted invoice.

The date of the warrant issued in payment shall be considered the date payment is made. The Contractor's payment shall not be initiated before a proper invoice is received by the Treasurer or the Board.

Payment shall be made to the Contractor, under the Contractor's federal employer identification number and only as provided for in this RFP and/or in the Contract.

Defective invoices shall be returned to the Contractor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

#### **E. Federal W-9 Form**

The Contractor shall submit to the County a completed Federal IRS W-9 form (RFB Appendix G).

### **8. Terms and Conditions**

The following are the terms and conditions of this Contract.

#### **A. Independent Contractor**

The Contractor agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

The Contractor assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for the performance of this Contract and/or other services and/or deliverables rendered and/or received under or pursuant to this Contract.

The Contractor and/or its board members, officers, officials, directors, managers, employees, representatives, agents, and/or volunteers are not employees of the County (including, but not limited to, the Board and Treasurer) and are not entitled to any benefits enjoyed by employees of the County (including, but not limited to, the Board and Treasurer).

#### **B. Independent Contractor Acknowledgement/No Contributions to OPERS**

The County is a public employers as defined in R.C. § 145.01(D). The County has classified the Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Contractor and/or any of its board members, officers, officials, directors, managers, employees, representatives, agents, and/or volunteers for performance of this Contract and/or other services and/or deliverables rendered and/or received under or pursuant to this Contract. The Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If the Contractor is an individual or has less than five (5) employees, the Contractor, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to the RFB as Appendix

F. The County shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If the Contractor has five (5) or more employees, the Contractor, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**C. Indemnity**

The Contractor shall provide indemnity as follows:

- i. To the fullest extent of the law and without limitation, the Contractor agrees to and shall indemnify and hold free and harmless the Board, Treasurer, Delaware County, Ohio and all of their respective boards, officers, officials, directors, managers, employees, volunteers, agents, and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to, attorney’s fees, arising out of or resulting from any accident, damage, 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 or any subcontractor’s performance of this Contract or the actions, inactions, or omissions of the Contractor or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of the Contractor’s or any subcontractor’s boards, officers, officials, directors, managers, employees, volunteers, agents, or representatives. 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, fines, penalties, fees, and expenses, including, but not limited to attorney’s fees.
- ii. 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 actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contractor, its subcontractors, and/or any of their respective board members, officers, officials, directors, managers, employees, volunteers, agents, or representatives.

## D. Insurance

The Contractor shall carry and maintain throughout the term of the Contract, without lapse, the following policies of insurance with the following minimum coverage limits:

- i. Worker's Compensation. Worker's compensation insurance, as required by Ohio law and/or any other state in which work will be performed, covering all persons engaged on behalf of the Contractor in the performance of the Services. The Contractor is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance, in accordance with the Contract, at all times during the term of the Contract.
- ii. Comprehensive General Liability Insurance. Comprehensive General Liability Insurance with minimum coverage, specific to Delaware County, Ohio, in the amount of at least One Million Dollars (\$1,000,000.00) each occurrence or equivalent and Two Million Dollars (\$2,000,000.00) in the aggregate, including coverage for subcontractors, if any are used, and shall include the following coverage:
  - a. Broad form liability and personal injury liability coverage;
  - b. Broad form property coverage;
  - c. Blanket contractual.
- iii. Umbrella or Excess Liability Insurance (over and above Comprehensive General Liability). Umbrella or excess liability insurance, specific to Delaware County, Ohio, with minimum coverage in the amount of at least Two Million Dollars (\$2,000,000.00).
- iv. Comprehensive Auto/Vehicle Liability Insurance Comprehensive Auto/Vehicle Liability Insurance covering all owned, leased, non-owned, and/or hired vehicles used in connection with the Services with minimum coverage limits of at least 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.

All of the above required insurance policies shall be endorsed to include Delaware County, Ohio, the Board, and the Treasurer, and all their respective boards, officers, officials, committees, directors, managers, employees, volunteers, agents, and representatives as additional insured during the term of this Contract.

Evidence of the above insurance coverage, represented by Certificates of Insurance, shall be furnished to the Treasurer prior to any work being performed under this Contract. Certificates of Insurance shall specify each of the above policies and limits and the additional insured status mentioned above. Such Certificates of Insurance shall state the Treasurer will be notified in writing thirty (30) days prior to any cancellation, material change, or non-renewal of insurance. Failure of the insurer to provide such written notice will obligate the insurer to provide coverage as if cancellation, any change, or the non-renewal did not take place. A renewal certificate will be provided to the Treasurer as the coverage renews. The insurance company needs to be identified on the Certificates of Insurance 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 and in good standing with the Ohio Department of Insurance.

If there is any change in insurance carrier or liability amounts, a new Certificate of Insurance must be provided to the Treasurer seven (7) calendar days prior to the change.

The above required insurance coverage shall be primary insurance as respects Delaware County, Ohio, the Board, and the Treasurer and any insurance maintained by the foregoing shall be excess to the above required insurance and shall not contribute to it.

The County reserves the right to request copies of any required policy(ies) of insurance for its review.

The Contractor shall be responsible for any and all premiums for all the above required policies of insurance.

Failure to maintain the above insurance shall be deemed a material breach. Such a failure shall result in the Contract being void in its entirety.

During the term of this 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, Delaware County, Ohio, the Board, and the Treasurer shall retain all such other and further rights and remedies as are available to them at law or in equity.

#### **E. Bid Security (Bond)**

Each Bid shall be accompanied by security furnished by the Bidder in accordance with R.C. §§ 307.88 and 153.54 *et seq.* Security shall be in the form of either a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association. Security shall be in the amount of five percent (5%) of the total amount of the bid for a contract for year 2023. Security shall be conditioned on the Bidder, if the Bidder's bid is accepted, executing a contract in conformity with the invitation (RFB) and the bid within ten (10) days after notice of award. Security issued in bond form shall be substantially in the form provided in R.C. § 153.571 (See RFB Appendix H) or a standard bond form in accordance with R.C. § 153.571 is acceptable. Security shall be in the name of the Board ("Board of Commissioners, Delaware County, Ohio").

Security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Any surety company providing a bid bond shall have a minimum A.M. Best Company Policyholder's Rating of A-, have or exceed the Best Financial Size Category of Class VI, and in all other respects be acceptable to the Board. Attorneys-in-fact who sign a bond must file a certified and effectively dated copy of their power of attorney, 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 and issue such bond.

Upon execution of the Contract, the Board shall return, in a timely manner, the bid security of all unsuccessful Bidders. The Contractor's bid security will be returned upon execution of the Contract by the Board.

#### **F. Performance Bond**

No performance bond is required. However, as a condition to entering the Contract, the Bidder agrees to faithfully performance of all things to be done under the Contract.

#### **G. Licenses/Permits/Certifications**

The Contractor certifies and warrants that its and its subcontractor's board members, officials, officers, directors, manages, employees, volunteers, representatives, and/or agents that will perform the Services and/or this Contract have obtained, or will have obtained by the time of performance, all approvals, licenses, including operator licenses, permits, certifications, and/or other qualifications or prerequisites (collectively "Licenses") necessary to fully perform this Contract and to conduct business in the state of Ohio. The Contractor further certifies and warrants that all such Licenses are, or will be at the time of performance, operative and current and that such Licenses have not been revoked or are not currently, or will not be at the time of performance, suspended for any reason.

At any time during the term of the Contract, the County may request from the Contractor copies of applicable Licenses. The Contractor shall promptly produce any such Licenses upon receipt of such a request.

#### **H. Access to Records**

At any time during regular business hours, with reasonable notice, and as often as the Board, Treasurer, or other agency or individual authorized by either may deem necessary, the Contractor shall make available to any or all the above named parties or their authorized representatives, at no cost, all contracts, subcontracts, invoices, receipts, reports, documents, and all other information or data, regardless of form or media, relating to all matters covered by this Contract (collectively "Records"). The above named parties shall be permitted by the Contractor and shall be entitled to inspect or audit and/or make excerpts, copies, and/or transcripts of the Records.

#### **I. Retention of Records**

For a minimum of three (3) years after expiration or termination of this Contract or for the retention period required by any applicable records retention schedule, whichever is longer, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, all Records. If an audit, litigation, or other action related to this Contract is initiated during the term of this Contract, the three (3) year retention period, or the retention period required by any applicable records retention schedule, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, the Records until the action is concluded and all issues are resolved, the three (3) years have expired, or the retention period of the applicable records retention schedule has expired, whichever occurs last.

#### **J. Audit**

The Contractor agrees to submit to and cooperate with any audit and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state,

local, or independent audit authority. The Contractor agrees to reimburse the County the amount of any identified audit exception.

## **K. Termination**

This Contract may be terminated as follows:

### **i. Convenience:**

The County may terminate this Contract for convenience at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the Contractor.

The Parties may terminate this Contract for convenience at any time and for any reason upon the mutual written consent of the Parties.

### **ii. Breach or Default:**

Upon breach or default of any of the terms, conditions, provisions, obligations, or duties contained 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 reasonable period of time. If the breach or default is not satisfactorily remedied within the stated period of time, this Contract may, at the election of the aggrieved Party, be immediately terminated. The terminating Party shall provide prompt written notice of such termination to the other Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that 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 of termination. Such amount shall be full consideration for the Contractor's performance under this Contract.

If the Contract is terminated pursuant to this Section, the Contractor shall have no cause of action against the County, except for a cause of action for non-payment for Services rendered prior to the effective date of termination. The Board, without limitation, retains and reserves and may exercise any available legal, administrative, contractual, or equitable rights, legal actions, or remedies.

If this Contract is terminated pursuant to this section and the County must enter into a contract with a replacement company at a greater cost, the County shall assess the difference in the cost to the Contractor and the Contractor agrees to pay such assessment.

Upon expiration or any termination of this Contract, the Contractor shall return to the Treasurer all County property, including any and all County owned data/data files.

## **L. Waiver**

The waiver of any provision or requirement of this Contract or any occurrence of breach or default is not and shall not be interpreted as a waiver of any such subsequent occurrences. If either Party fails to perform an obligation(s) 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 any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

**M. 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, specifications, and conditions of this 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 incurred 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 or its right to damages. In the event of default by the Contractor, the County may procure the Services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

**N. Notices**

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

**County**

Donald E. Rankey, Jr.  
Delaware County Treasurer  
Office of the Treasurer  
145 N. Union Street, 1<sup>st</sup> Floor  
Delaware, Ohio 43015

Email: [drankey@orangetwp.org](mailto:drankey@orangetwp.org)

**Contractor**

\_\_\_\_\_

Name

\_\_\_\_\_

Title

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**O. Certification Regarding Findings for Recovery**

The Contractor, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**P. Personal Property Tax Affidavit (R.C. § 5719.042)**

Each Bid shall be accompanied by a notarized affidavit which attests that the Bidder is not charged with any delinquent personal property taxes on the general tax list of 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 or that the Bidder is charged with delinquent personal property taxes on any such tax list(s), setting forth the name of the county, the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. The forms for such affidavits are contained in Appendix C to the RFB.

**Q. Non-Discrimination/Equal Opportunity/Civil Rights**

The Contractor warrants and agrees as follows:

- i. That in the hiring and employment of employees for the performance of work under this Contract or any subcontract, neither the Contractor nor any subcontractor shall, by reason of race, color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the hiring or employment of a person qualified to perform the work to which this Contract relates; and,
- ii. That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor or any subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin or ancestry; and,
- iii. The Contractor and all of its subcontractors shall comply with all applicable federal, state, and/or local laws prohibiting discrimination and shall not discriminate.

The Contractor agrees to complete, sign, and submit with the RFB the Non-Discrimination/Equal Opportunity/Civil Rights form in Appendix E to the RFB.

**R. Prohibited Interest**

The Contractor agrees that no employee of Delaware County, Ohio, the Board or Treasurer during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. The Contractor also agrees that it will not employ in any manner a current Delaware County, Ohio, Board or Treasurer employee for a minimum period of one (1) year from

the date this Contract expires or is terminated without the prior express signed written consent of the Treasurer.

#### **S. Conflict of Interest**

No personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under the Contract. Additionally, the Contractor shall not knowingly permit any public official or public employee who has any responsibilities related to the Contract 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 the Treasurer and the Board knowledge of any such person who acquires an incompatible or conflicting personal interest related to the Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under the Contract, unless the Treasurer and Board determine that, in the light of the personal interest disclosed, that that person's participation in any such action would not be contrary to the public interest.

The Contractor is currently unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Contractor from entering this Contract and agrees to immediately notify the Board and Treasurer when and if it becomes aware of any actual or potential conflict(s) of interest that arise(s) during the term of this Contract. Further, the Contractor agrees to take any and all necessary action, as solely determined by the Board and Treasurer, to eliminate any actual or potential conflicts of interest that may arise.

If the Contractor or any person(s) that works for the Contractor in relation to the Contract has a possible conflict of interest (e.g., employed by the Delaware County, Ohio, the Board, the Treasurer, work on a related contract, or participation in the development of the specifications or requirements for this RFP), then the Bid must include a statement regarding such conflict and the nature of that conflict. The Board has the right to reject any Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

#### **T. Non-Collusion**

Each Bid shall be accompanied by fully executed and notarized Non-Collusion Affidavit on the form contained in Appendix B of the RFB.

The Bidder/Contractor certifies as follows:

- This Bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This Bid/Contract is genuine and not collusive or a sham.
- The Bidder/Contractor has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other person or entity concerning or regarding this Contract.
- The Bidder/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 Board or Treasurer or anyone interested in this Contract.

- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such Bid price or that of any other Bidder, or to secure any advantage against the Board or Treasurer or anyone interested in the proposed Contract.
- This Bid/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 Bidder/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Bidder/Contractor from entering this Contract.
- The Bidder has not, directly or indirectly, submitted its Bid price or any break-down 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 Bidder in its general business.
- All statements contained in the Bid are true.
- All statements contained in the Contract are true.

#### **U. Drug Free Environment**

The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free environment 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 while performing the Services or on County property.

#### **V. County Policies**

The Contractor shall be bound by, conform to, comply with, and abide by all current applicable County policies (collectively “Policies”) and shall require any and all of its board members, officers, officials, directors, managers, employees, agents, representatives, and volunteers performing work under this Contract and/or for or on behalf of the County (collectively “Employees”) and subcontractors and each of their respective officials, officers, directors, managers, agents, representatives and volunteers (collectively “Subcontractors”) to comply with the Policies and shall be responsible for such compliance. Notwithstanding any other termination provision of this Contract, the Board may, in its sole discretion, immediately terminate this Contract for failure of the Contractor or any of its Employees or Subcontractors to comply with the Policies. Copies of the Policies are available online as follows:

<https://humanresources.co.delaware.oh.us/policies/>

The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind the Policies at any time and without notice.

#### **W. Subcontracting**

The Contractor may subcontract any portion of this Contract with prior signed written preapproval of the Treasurer, such approval not to be unreasonably withheld. If any portion of this Contract is subcontracted, any subcontractor shall be bound by all applicable terms of this Contract and the Contractor shall continue to act as the prime contractor for all subcontracted work and shall assume

full responsibility for the performance of the Services. The Contractor shall remain the sole point of contact and shall be ultimately responsible for the performance of the Services.

**X. Assignment**

This Contract and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the prior express signed written consent of the Board.

**Y. Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties irrevocably agree that jurisdiction and venue is proper in the Courts of Delaware County, Ohio or the Federal District Court for the Southern District of Ohio, Eastern Division in Columbus, Ohio.

**Z. Headings**

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**AA. Drafting**

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

**BB. Survival**

Sections 6(P), 7(B), 7(C), 8(A), (B), (C), (D), (H), (I), (J), (L), (M), (Y), (AA), (BB), (FF), and (GG) of this Contract shall survive termination or expiration of this Contract.

**CC. Force Majeure**

The Parties shall be temporarily excused from performance under this Contract and shall not be entitled to impose any penalty as a result of any delay in performance or interruption of payments caused by reason of war, insurrection, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Contract are to be executed, acts, laws, rules or regulations of any government or government agency, failure to appropriate, strike, supplier and third party failure, lockouts, or labor difficulties, automobile fuel shortages, weather, explosion, act of God, order of Court or other public authority, or any other cause beyond the reasonable control of the Parties (“Force Majeure”). A Party who has been affected by a Force Majeure shall immediately give written notice to the other Party, provide an estimate as to the duration of time the Party will be affected the Force Majeure, and shall do everything possible to expediently resume performance. Such excusal from performance or interruption of payments shall continue until such Force Majeure ceases to exist or the Contract is terminated as provided in this Contract.

**DD. Severability**

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.



**BOARD OF COMMISSIONERS  
DELAWARE COUNTY, OHIO**

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Gary Merrell  
Commissioner

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Date

---

Barb Lewis  
Commissioner

---

Jeff Benton  
Commissioner

Board of Commissioners  
Delaware County, Ohio  
91 N. Sandusky St.  
Delaware, OH 43015

**TREASURER  
DELAWARE COUNTY, OHIO**

---

Donald E. Rankey, Jr.  
Delaware County Treasurer

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Date

Delaware County Treasurer's Office  
145 N. Union St. 1<sup>st</sup> Floor  
Delaware, OH 43015

**STATE OF OHIO TAX COMMISSIONER**

---

Jeff McClain  
State of Ohio Tax Commissioner

---

Date

**Approved as to form:**

\_\_\_\_\_  
Melissa A. Schiffel (0082154)  
Delaware County Prosecuting Attorney

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATION (RC 5705.41(D)):**

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Contract have been lawfully appropriated for such purpose and are in the County treasury or in the process of collection to the credit of an appropriate fund free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the Ohio Auditor of State that \_\_\_\_\_ has no unresolved findings for recovery pending or issued against it by the State of Ohio.

\_\_\_\_\_  
George Kaitsa  
Delaware County Auditor

PO# \_\_\_\_\_