

Advertisement

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

The Delaware County Commissioners are seeking competitive sealed proposals from Offerors for video production services. Proposals will be received at the Delaware County Commissioners' Office, 91 North Sandusky Street, Delaware, Ohio 43015, until **4:30 p.m. on August 31, 2023**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) printed copy and one (1) digital copy in a PDF format on a jump drive are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

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

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

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Delaware County Video Production Services

DELAWARE COUNTY, OHIO

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

Jeff Benton

Barb Lewis

Gary Merrell

CONTRACT ADMINISTRATOR:

DELAWARE COUNTY COMMUNICATIONS DIRECTOR

Jane Hawes

91 N. Sandusky Street

Delaware, OH 43015

Email: jhawes@co.delaware.oh.us

I. General Information

Established in 1808, Delaware County is located in the center of Ohio and is 459 square miles in size. Home to more than 226,000 residents, it is one of the fastest growing counties in the state. With 1,100+ employees and an annual general-fund operating budget of \$130 million, Delaware County is one of the top 50 employers in Central Ohio. The County also has earned the highest possible credit ratings from both Moody's Investors Services (Aaa) and Standard & Poor's Ratings Services (AAA), making it only the second county in Ohio and one of only 80 counties in the U.S. to earn these ratings.

The County Commissioners' Office is the lead office for this project, and the Communications Department, which reports to the Commissioners, is the lead department.

Delaware County government uses a variety of communication channels to engage and educate citizens. Videos are one such channel and the Commissioners wish to work with a video-production firm that will produce videos for their annual State of the County event, as well as videos throughout the year that will help explain their work and its results to their constituents.

II. Scope of Work

General:

The County is seeking to work with a video-production firm on a variety of video projects for an initial fixed term of three (3) years, with the option to extend for up to two (2) additional one (1) year terms if agreed in writing by both the County and the Contractor.

Specific:

Projects Anticipated Each Year:

- Two (2) longer-form videos that take an in-depth look at either the year in review or an upcoming major project. Approximate length: 2-3 minutes. It could be a combination of video interviews, B-roll video, still photography and graphic animation.
- Up to three (3) short videos as needed on topics to be determined. Deliverable dates will vary. Approximate length of each: 60 to 90 seconds. Topics may include a look at how various county departments (like Regional Sewer District or Emergency Medical Services) operate on a daily basis; interviews with elected officials or staff members; graphics-driven explanation of a complex process or operation (like tax-increment financing or land banks).

Services to Be Provided

- Pre-Production Phase: Provide assistance as needed to the Communications Director for pre-production planning (including scripting, development of shoot locations and schedule, determination of deliverable date). Obtain all equipment and personnel necessary to conduct shoots. Arrange for outside talent (narrator, actors) if needed. These costs should be factored into this bid.
- Production Phase: Conduct shoots, including all setup, shooting and breakdown at site locations.
- Post-Production Phase: Work with Communications Director on editing. Deliver finished video by pre-determined deadline.

Expected Budget

- The County anticipates spending no more than \$30,000 per year on the longer-form videos: This would be the base amount of the contract.

- For additional as-needed, short-form video projects, no more than \$10,000 for each could be allocated. Up to three could be commissioned in a year.

III. Proposal Requirements

During proposal development, respondent’s questions regarding this Request for Proposal or the process should be directed to Jane Hawes, Communications Director, **via email** at jhawes@co.delaware.oh.us with the Subject heading of “RFP / Video Production Services.”

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

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

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

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

The proposal should address the following topics:

A. TRANSMITTAL/COVER LETTER

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

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

B. PROPOSAL FORMAT

Listed below is the information that should be addressed in the proposal:

1. **PERSONNEL:** Please provide an overview of all key personnel collaborating on the project and outline their relationship to the firm and their affiliations. Include background information on key individuals who are anticipated to be assigned to the project, including subcontractors.
2. **PREVIOUS WORK AND REFERENCES:** A minimum of three (3) samples of previous work for similar clients (government agencies preferred) should be included here. Contact information (names, addresses, phone numbers, email addresses) for these clients should be provided. The samples should be provided digitally, either via a hyperlink or on a jump drive.

3. **WORK PLAN:** Please describe your approach to pre-production, shooting, editing and other post-production tasks.
4. **COST:** The proposal must provide an estimated project cost that addresses these two components of the contract:
 - Base-amount portion of contract for two longer-form videos, as described in Scope of Work
 - As-needed portion of contract for up to three (3) videos: cost should establish a per-video cost that would include all anticipated expenses.
 - Costs shall be provided for the initial three (3) year term and the two (2) optional one (1) year extensions.

IV. Submission of Responses

A. SUBMISSION PROCEDURE:

- One (1) printed copy of the proposal on paper and one (1) copy in the form of a jump drive in a PDF format. All materials submitted should be sent in one (1) sealed envelope and the envelope will be marked with the title of the proposal.
- If submitted by mail, this envelope should be addressed to:
Jane Hawes, Communications Director
Delaware County Board of Commissioners
91 N. Sandusky St.
Delaware, OH 43015
- All proposals must be delivered in person, via U.S. mail or another registered delivery service: They may not be faxed or sent via email.
- All proposals must be received in our office on or before 4:30 p.m. EDT on August 31, 2023. Proposals will not be accepted after this time.
- Proposals will be opened in public on August 31, 2023, at 4:31 p.m. in Room 203 of The Historic Courthouse (91 N. Sandusky St., Delaware, Ohio 43015).

B. ACCEPTANCE/REJECTION/MODIFICATION TO RESPONSES: Delaware County reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive informalities or irregularities in a proposal or in the proposal process. Respondents may not submit modifications, unless requested to do so.

C. COST OF PREPARATION: Delaware County will not be liable for any costs incurred by a respondent in preparing or submitting a proposal.

D. OWNERSHIP: Submitted materials become the property of Delaware County and will not be returned.

E. PUBLIC RECORDS: Submitted responses and any agreement or other documents become public records under the public records law and applicable policy and are subject to review and copying by any person making an appropriate request for public records. Submitted proposals become a public record only after the County has made a selection and contract award. Submitted proposals are not subject to inspection during the evaluation period.

F. WITHDRAWAL FROM CONSIDERATION: A respondent may withdraw its proposal at any time prior to the submission deadline by submitting a written request for withdrawal to: Jane Hawes, Communications Director, Delaware County Board of Commissioners Office, 91 N. Sandusky St., Delaware, Ohio 43015. The request for withdrawal will be signed by the respondent or an authorized agent.

v. Evaluation and Contract-Award Process

A. EVALUATION CRITERIA

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

1. Quality & Adequacy of Response (10 percent)

- Completeness and thoroughness
- Responsiveness to terms and conditions.
- Overall impression and understanding of the work

2. Experience & References (40 percent)

- Ability to provide references from at least three (3) past projects, including contact information (i.e., name, telephone number, email, etc.) and links or digital samples.
- Samples of past products similar to those outlined in the Scope of Work
- Experience of the project team with similar projects.

3. Capacity and Capability (20 percent)

- Ability to meet the Scope of Work outlined in the RFP
- Ability to work cooperatively and closely with the County's Communications Director and other County staff
- Ability to exercise creativity within the parameters of the County's standards and brand guidelines

4. Fees, Pricing & Adherence to Budget (30 percent)

- Submission of a cost proposal that is in line with the estimates provided.

B. ADDITIONAL INFORMATION

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

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

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

C. AWARD PRESENTATION

Subject to agreement negotiation, the Board of Commissioners will either select one of the proposals or reject all proposals within sixty (60) calendar days from the date of August 31, 2023.

D. CONTRACT DEVELOPMENT

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

VI. Notices

- A.** Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to,

the standards, specifications, and requirements specified in the RFP; or submits prices that Delaware County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

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

VII. Mandatory Terms & Conditions

- A. **Offeror Acknowledgement:** By submitting a proposal, the Offeror acknowledges that it has fully and completely read and reviewed this RFP, that it fully and completely understands this RFP, and agrees to be bound by all its terms, requirements and conditions. The Offeror acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.
- B. **Reservation of Rights by County:** The County reserves the following rights in relation to any submitted proposal or any contract that results from a proposal submitted pursuant to this RFP:
 - 1) The County reserves the right to disqualify any proposal that takes exception to or limits the rights of the County under this RFP and/or resulting contract.
 - 2) The County reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP.
 - 3) The County reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
 - 4) The County reserves the right to cancel this RFP at any time.
 - 5) The County reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
 - 6) The County reserves the right to select the offeror deemed to be in the best interests of the County, as determined solely by the County and/or its representative, to reject any and/or all proposals, or any portion of any and/or all proposals, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFP and to award the contract in the manner deemed to be in the best interest of the County.

- C. **Sample Contract:** 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.
- D. **Conflicts of Terms, Conditions, or Provisions:** To the extent that the terms, conditions, or provisions of this RFP and any proposal submitted by the Offeror may be inconsistent, the terms, conditions, or provisions of this RFP control.
- E. **Incorporation of RFP into Contract:** 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.
- F. **Authority to Sign:** Any person submitting a proposal pursuant to this RFP and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a proposal and sign this Contract or has been duly authorized by his/her principal to submit a proposal and execute this Contract on such principal's behalf.

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
 } **SS:**
COUNTY OF _____ }

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

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

Affiant

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

NOTARY PUBLIC: _____

My Commission Expires: _____

PERSONAL PROPERTY & REAL ESTATE TAX AFFIDAVIT

STATE OF _____ }
 } SS:
COUNTY OF _____ }

_____ being first duly sworn, deposes and says that he/she is (president, secretary, sole owner, etc.) of:_____ the party making the bid, with offices located at:_____ and as its duly authorized representative states that effective this ____ day of _____,20____ (date of submission of the bid) the (Name of Offeror) _____

- () Is NOT charged with delinquent personal property or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

- () Is charged with delinquent personal property taxes and/or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio. The County and Amount of delinquent personal property taxes is listed below and includes total amount and any penalties and interest thereon.

County: _____ Amount: _____

_____ Affiant

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

NOTARY PUBLIC: _____
My Commission Expires: _____

Certification Regarding Findings for Recovery

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

Authorized Signature

Sample Contract

SERVICES AGREEMENT Video Production Services

This Agreement is made and entered into on _____, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and [*Contractor Name and Address*] (“Contractor”) (hereinafter collectively referred to as the “Parties”).

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide video production services (the “Services”) in accordance with, and as described in, the Contractor’s proposal dated < >, which is attached hereto and, by this reference, fully incorporated herein (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 Communications as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall 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 COMPENSATION

- 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 pursuant to Section 3.1.
- 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; TERM; DELAYS AND EXTENSIONS

- 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 Project Manager's schedule and orders.
- 7.2 This Agreement shall be for an for an initial fixed term of three (3) years, with the option to extend for up to two (2) additional one (1) year terms if agreed in writing by both the County and the Contractor, pursuant to Section 3.1.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

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 commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 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. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of 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 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.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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 <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 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: _____
Name
Title

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

Date: _____

By: _____
Jeff Benton, President
Pursuant to Resolution No. 11-137 and
Resolution No. 23-_____

Approved as to Form:

General Counsel, Board of Commissioners
Delaware County, Ohio

FISCAL OFFICER’S CERTIFICATION

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

The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that [Contractor] has no unresolved findings for recovery issued against it by the State of Ohio.

Date: _____

George Kaitsa
Auditor, Delaware County, Ohio