



REQUEST FOR PROPOSAL

ECONOMIC DEVELOPMENT DIRECTOR SERVICES

PROJECT TITLE

FROM

FOR

**Richland County Commissioners
50 Park Avenue East, Mansfield OH 44902**

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LEGAL NOTICE
Notice to Offerors

AD DATES
04/23/21

The Richland County Board of Commissioners

Will receive proposals at the office of the Richland County Board of Commissioners, County Administration Building, 50 Park Avenue East, Mansfield, Ohio 44902, until 10:30 am, Ohio Standard Time, on Tuesday, May 11, 2021. Proposals received after that time will not be accepted.

The purpose of these proposals shall be to furnish Economic Development Director Services in accordance with specifications, which will be available in the office of the Richland County Central Services Department, 597 Park Avenue East, Mansfield, Ohio 44905 or log on to www.RICHLANDCOUNTYOH.GOV. The proposal shall be on vendor's letterhead. Proposals must be signed by a responsible officer of the company and submitted in a sealed envelope marked Richland County Economic Development Director. Proposal as specified in the RFP.

A contract will be awarded on the basis of ORC Section 307.862 Competitive sealed proposals procedure.

By order of the Richland County Commissioners, Stacey Crall, Clerk

Second Notice (04/26/21) online at www.richlandcountyoh.gov

INSTRUCTIONS TO OFFEROR

1. Receipt of Proposal/Proposal Opening

All offerors shall submit a complete, sealed proposal following the procedure outlined in this Request for Proposal no later than Tuesday, May 11, 2021, at 10:30 a.m. to the Richland County Board of Commissioners, 50 Park Avenue East, Mansfield, Ohio 44902. All sealed proposals received after this time and date, for any reason, will be rejected.

2. Legal Framework

This Request for Proposal (RFP) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.07 and 307.86 to 307.92. All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFP and subsequent contract.

3. Preparation and Submission of Proposal

By submitting a RFP, the offeror shall be held accountable to know all terms, conditions and specifications under which this RFP will be performed. This includes, but is not limited to, the contents of all RFP documents, applicable laws and regulations, and the characteristics of any work sites or inside/outside delivery sites.

Each RFP shall be submitted in a clearly marked sealed container or envelope showing the company name, company address, RFP Proposal Number, Project Title, the date and time of the RFP opening. All RFPs must be delivered to:

Richland County Board of Commissioners
50 Park Avenue East
Mansfield, Ohio 44902

The offeror shall submit the RFP on the prescribed forms. All blanks spaces for proposal process shall be filled in, in ink or typewritten.

Each proposal shall contain the following RFP documents signed by the legally authorized company representative:

- a. Proposal Form
- b. Vendor Acceptance

The offeror shall submit any other documents or materials required in the proposal instructions with the proposal.

Oral, telegraphic or faxed proposals are unacceptable.

Late proposals - Sealed proposals received after the specified date and time will be considered late and will not be opened.

Materials - All materials in the RFP will become the property of the Owner may be returned only at the Owner's discretion. Pursuant to Ohio Revised Code Section 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public

inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

Signature of Offerors - The firm, corporate, or individual name of the offeror must be signed in ink in the blank spaces provided for signatures on the RFP documents. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as" or "sole owner". When the offeror is a firm, the representative signing the firm's name shall also state the names of the individuals composing the firm. If the offeror is a corporation, the representative signing for the corporation shall state under the laws of which State the corporation is chartered.

Notice of Award- Each proposal shall contain the address to which notice of the award of the contract may be mailed or delivered by the Owner.

4. Proposal Alterations/ Addenda Prior to Proposal Opening

- a. During the proposal process, the Owner may furnish to offerors addenda covering changes, additions or deletions to the RFP documents. Addenda shall become part of the contract documents. The Owner reserves the right to postpone the proposal opening to issue addenda.
- b. Any prospective offeror shall request an explanation, interpretation or answer regarding the RFP process, or specifications in writing by:
 - (1) Regular mail or personal delivery to Richland County Central Services:
Attn: Rachel Troyer
597 Park Avenue East
Mansfield, Ohio 44905
Telephone: (419) 774-6306
 - (2) Fax to: (419) 774-3581
 - (3) Email: rtroyer@richlandcountyooh.gov

The offeror shall submit said written request no later than ten (10) days prior to the proposal opening date and time. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective offeror concerning the RFP prior to proposal opening shall be furnished promptly to all other prospective offerors as an addendum, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective offerors.

5. Procedure for Ranking of Proposals/Award of Contract

- a. Prior to opening of proposals, the Richland County Board of Commissioners shall enter executive session pursuant to Ohio Revised Code 121.22. After entering executive session, the Commissioners will open proposals that it receives in a manner that prevents the disclosure of contents of competing offers to competing offerors;

- b. The following factors and criteria will be used to evaluate each timely submitted proposal. The factors and criteria are listed in order of relative importance with the first listed factor as being the most important:
 - 1.) responsiveness to all material proposal specifications,
 - 2.) product,
 - 3.) price,
 - 4.) conduct and performance on previous contracts,
 - 5.) financial condition,
 - 6.) experience of offeror,
 - 7.) ability to execute the contract properly.
- c. The Commissioners shall rank each proposal using the above referenced factors and criteria.
- d. The Commissioners, if necessary, may conduct discussions with offerors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in the request for proposals, and accord fair and equal treatment with respect to any opportunity for discussion with offerors to provide any clarification, correction, or revision of proposals;
- e. If the Commissioners determine that discussions as described above are necessary, the Commissioners shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions;
- f. The Commissioners may negotiate with the offeror who submits the proposal that the Commissioners determine is the most advantageous to the county based on the rankings performed by the Commissioners and including any adjustment to those rankings based on above described discussions;
- g. The Commissioners shall conduct negotiations with only one offeror at a time;
- h. Except as provided below in these Instructions to Offerors, the Commissioners shall award a contract as provided herein.

6. Contractor's Qualifications

- a. The Owner may make such investigations as the Owner deems necessary to determine the ability of the offeror to perform the contract, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- b. The offeror shall submit a completed Experience Record with the proposal. The references shall include the following information: Company Name, Company Address, Contact Name and Phone Number.

7. Withdrawal of Proposal

Offerors may withdraw their proposals at any time prior to the award of the contract.

8. Award of Contract

The Owner 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 by the Owner, and set forth in the request for proposals. The Owner may award a contract in whole or in part to one or more offerors. The Owner shall include a written statement in the contract file stating the basis on which the award is made. The Owner shall send a written notice to the offeror to whom it wishes to award the contract and shall make that notice available to the public. Within a reasonable time period after the award is made, the Owner shall notify all other offerors that the contract has been awarded to another offeror.

9. Waiver of Technical Deviations

The Owner may waive any minor infractions of the instruction to offerors, immaterial deviations from the RFP, or any technical deviations from the RFP that do not effect proposal amount or give an offeror an unfair competitive advantage.

10. Rejection of Proposals

- a. The Owner 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 the Owner considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the Owner.
- b. The Owner reserves the right to reject, in whole or in part, any proposal that the Owner has determined, using the factors and criteria the Owner develops pursuant to ORC 307.862(A)(1) and would not be in the best interest of the county.
- c. The Owner 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.

11. The following RFP documents shall be signed by the legally authorized representative, if applicable, and submitted prior to the execution of the agreement:

- a. Affirmative Action Certification
- b. Non-Discrimination and Equal Employment Opportunity Affidavit
- c. Non-collusion Affidavit
- d. Personal Property Tax Affidavit
- e. Copy of Certificate of Insurance: Proof of Coverage
- f. Copy of the Bureau of Workers' Compensation Certificate

12. Vendor Acceptance

The Offeror shall submit a signed Vendor Acceptance form and submit with your proposal. The Vendor Acceptance form must be signed by a legally authorized representative.

13. Termination of Negotiation

The Owner 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. If the Owner terminates negotiations with an offeror, the Owner shall negotiate with the offeror whose proposal is ranked the next most advantageous to the county, according to the factors and criteria developed by the Owner.

14. Public Records

In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

15. Cancel or Reissue of Request for Proposal

The Owner may cancel or reissue a RFP if any of the following apply:

- a. The supplies or services offered through all of the proposals submitted to the Owner are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP.
- b. The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds of the Owner.
- c. The Owner determines that award of a contract would not be in the best interest of the county.

SUPPLEMENTAL INSTRUCTIONS

1. Response Form

An Offeror shall submit a completed Proposal Form. The proposal must be submitted on the proposal form supplied or on company letterhead.

2. Pricing

The pricing portion must be submitted with the proposal. The pricing must be submitted on the proposal pricing form supplied or on company letterhead.

Pricing will be an annual fee that will be charged for the initial year and in effect for the duration of the contract and any renewals, payable following the billing procedures Article 1, General Conditions.

PROPOSAL FORM
EXPERIENCE RECORD

The offeror is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed contract he has done, to give references and such other detailed information as will enable the Owner to judge this responsibility experience, skill and financial standing. Proposals from Contractors inexperienced in this particular type of work may not be considered.

Offeror: _____

Address: _____

Authorized Signature: _____

Title: _____

PROPOSAL FORM
PRICING

_____ annual pricing

PROPOSAL FORM
OFFERORS CHECKLIST

- _____ Experience Record*
- _____ Proposal Bond, Certified Check, Cashier's Check, or Money Order
- _____ Vendor Acceptance*
- _____ Written Documentation*
- _____ All items must be submitted in a sealed envelope showing the company name, marked Richland County Economic Development Director Services RFP, and the date and time of the RFP opening

* Must be submitted with a signature by a responsible officer of the company

VENDOR ACCEPTANCE
(Must return with proposal.)

The vendor is asked to indicate acceptance by having a representative of the company sign and date this page and include this page with the proposal.

Name of Authorizing Officer: _____

Title: _____

Name of Firm: _____

Address: _____

City, State, and ZIP Code: _____

Telephone Number: _____

I, _____, (print or type name)

accept the format and technical specifications as outlined in this proposal for
ECONOMIC DEVELOPMENT DIRECTOR SERVICES Proposal for RICHLAND COUNTY,
OHIO, and am proposing an appropriate proposal which will meet its mandatory
requirements. It is my understanding that my proposal, if accepted, will
become part of the contract.

Vendor Authorized Signature Date

Witness Signature Date

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____

Recorded in _____ County

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AGREEMENT:

Made as of the _____ day of _____ in the year of Two-thousand and twenty one (2021).

BETWEEN THE OWNER: The Owner is composed of the following Contracting Authorities:

**Richland County Commissioners
Administration Building
50 Park Avenue East, Mansfield, OH 44902**

And the CONTRACTOR:

TYPE OF SERVICE: Provision of Economic Development Director Services

The **OWNER** and the **CONTRACTOR** agree as set forth below:

Article 1 Contract Documents

The contract documents, which comprise the entire agreement between OWNER and the CONTRACTOR, consist of the following:

- 1.1 This agreement;
- 1.2 General Conditions
- 1.3 Supplemental Conditions
- 1.4 Specifications
- 1.5 Addenda
- 1.6 Proposal Form
- 1.7 Experience Record
- 1.8 Instructions to Offeror
- 1.9 Supplemental Instructions to Offeror
- 1.10 Auditor's Certification
- 1.11 Unresolved Debt Affidavit
- 1.12 Vendor Acceptance
- 1.13 Affirmative Action Certification
- 1.14 Delinquent Personal Property Tax Affidavit
- 1.15 Non-Collusion Affidavit
- 1.16 Non-Discrimination and Equal Employment Opportunity Affidavit
- 1.17 Certificate of Insurance
- 1.18 Bureau of Workers Compensation Certificate

Article 2 Performance by Contractor

The Contractor shall perform all services in accordance with the contract documents and shall provide all equipment, motor vehicles, supplies, and materials, necessary to perform those services.

Article 3 Termination for Convenience

the Owner may terminate without cause this Agreement by written notice of cancellation mailed to the Contractor at its business address at least thirty (30) days prior to the effective date of cancellation. The Contractor may terminate this Agreement without cause by written notice of cancellation mailed to the Owner at their business address at least ninety (90) days prior to the effective date of cancellation.

Article 4 Termination for Cause

- a. In the event of default by the Contractor, the Owner may terminate this contract without any further liability to the Contractor. Said termination shall be effective immediately upon delivery of written notice to the last known address of Contractor.
- b. The following events shall constitute default by the Contractor:
 - (1) failure to perform services in accordance with the contract documents,
 - (2) failure by the key representative to perform his/her duties in accordance with the Contract documents,
 - (3) nonperformance by contractor of any terms, conditions or provisions of this contract,
 - (4) any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors,
 - (5) the filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of the Contractor's property.

- c. In the event the Owner consents to or waives the breach of any provision or covenant of this Agreement, such waiver shall not constitute a waiver of such provision or covenant in the future. The Owner shall not be prevented from later enforcing any provision or covenant it may have previously waived or elected not to enforce, nor shall such waiver have any effect on the enforcement of any other provision.
- d. The Contractor shall pay the Owner all costs and expenses, including (but not limited to) attorney's fees, incurred by the Owner in exercising any of its rights or remedies hereunder of the terms, conditions or provisions hereof.

This Agreement is entered into as of the day and year first written above.

BOARD OF RICHLAND COUNTY COMMISSIONERS

By: Darrell Banks, Chair (date)

By: Anthony Vero, Vice-Chair (date)

By: Cliff Mears (date)

APPROVED AS TO FORM:

Gary Bishop (date)
Richland County Prosecutor

CONTRACTOR FOR:
ECONOMIC DEVELOPMENT DIRECTOR SERVICES

By: Representative for (date)

Richland County

CERTIFICATE

As the Auditor of Richland County, Ohio, I certify that the money required to meet the obligations of Owner under the attached Agreement between Owner and Contractor has been lawfully appropriated by Owner for those purposes and is in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: _____, 20 _____

County Auditor
Richland County, Ohio

AFFIRMATIVE ACTION CERTIFICATION
FOR
EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that _____
(Name of Contractor)

has executed a written Equal Employment Opportunity Affirmative Action program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Board of Richland County Commissioners.

If _____ is found to have
(Name of Contractor)

the lowest responsive and responsible offeror, we understand that under the provisions of the resultant contract that we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, or national origin.

_____ an authorized
(Name and Title)

official of _____ is
(Name of Contractor)

responsible for the implementation of this contractual obligation.

Official's Signature

Date

This certification becomes part of the resultant contract.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the proposals and resulting contract for the following:

Subject: ECONOMIC DEVELOPMENT DIRECTOR SERVICES PROPOSAL

Department: COUNTYWIDE TERM CONTRACT

State of _____ County of _____, ss:

_____ being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,
(Address of Vendor)

and as its duly authorized representative states that effective this day of _____,

- () is not charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.
- () is charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

<u>County</u>	<u>Amount</u>	(Include total amount and any penalties and interest thereon)
Richland		
_____	\$	_____
_____	\$	_____
_____	\$	_____

(Affiant)

Sworn to and subscribed this _____ day of _____, 20_____.

(Notary Public)

section 5719.042 O.R.C. My Commission expires _____, 20_____ (Seal)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that they are the _____ or authorized representative of _____ the party making the forgoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that any one shall refrain from proposal; that said offeror has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said offeror or of any other offeror, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all standards contained in such proposal are true; and further, that said offeror has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or person as have a partnership or other financial interest with said offeror in his general business.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____ (Seal)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says

that they are _____
(President, Secretary, etc.)

of _____, the party who made the foregoing proposals; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the proposals and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best offeror under the foregoing proposals, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____. (Seal)

GENERAL CONDITIONS

1. Billing Features

- a) The Contractor shall send a monthly invoice by mail or e-mail at the end of each calendar month. The payment shall be due on the last day of each month and shall be for the services rendered during that month 1/12 of the annual fee. Upon termination of this agreement, the Owner shall pay a pro-rated amount based upon the effective date of termination.
- b) The monthly invoice shall identify the following:
 - (1) Account code
 - (2) Department name
 - (3) Department address
 - (4) Invoice date
 - (5) Itemized description of charges
 - (6) Total billing charges
 - (7) Any additional charges not listed above
- c) **The Owner shall not pay late fees.**

2. Taxes

The Owner shall not pay local, state, or Federal taxes. If requested, the Contractor will be furnished with an exemption certificate.

3. Permits/Codes

The Contractor is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or offeror shall have obtained a legal waiver.

4. Force Majeure Clause

Notwithstanding any other provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an act of nature, war, civil commotion, fire, explosion or other force majeure event occurs without the fault or negligence of the non-performing party and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such delay or non-performance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution.

5. Equal Opportunity Provisions Required

The Contractor agrees to comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11377 and as supplemented in the Department of Labor Relations 41 EFR, Part 60. The Contractor agrees to both of the following:

- a. That in the hiring of employees for the performance of work under the contract or any subcontract no contractor, subcontractor, or any person acting on their behalf shall, by reasons of race, creed, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a labor or workers, who is qualified and available to perform the work to which the contract relates;
- b. That no contractor, subcontractor, or any person acting on their behalf, shall, in any manner,

discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

6. Title VI of the Civil Rights Act

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act, Section 504 of the Vocational Rehabilitation Act of 1978 and the Family Privacy Act, along with other applicable rules and regulations.

7. Affirmative Action Certification

The Contractor shall complete and provide to the Owner an Affirmative Action Certification. Providing said Certification does not relieve the Contractor from his obligation to fully familiarize himself with all germane affirmative action requirements.

8. Non-Collusion Affidavit

The Contractor shall complete and provide to the Owner an affidavit stating that neither he nor his agent, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit shall be on the form, attached hereto and delivered by the Contractor to Central Services prior to execution of the contract.

9. Personal Property Tax Affidavit

The Contractor shall complete and provide to the Owner a Personal Property Tax Affidavit in compliance with ORC Section 5719.042.

10. Insurance Requirements

Throughout the contract period, the Contractor shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The Contractor shall submit to the Owner prior to the execution of the contract a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland County Board of Commissioners as the certificate holder. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply the Owner with a new Certificate of Insurance.

Workers' Compensation Coverage: as required by law.

Comprehensive Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence.

Automobile Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused occurrence, and rising out of ownership, maintenance or use of any automobile.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to, or destruction of property caused by occurrence and rising out of ownership, maintenance or the use of any automobile.

11. Indemnification

The Contractor agrees to indemnify and hold harmless the Owner, its agents, employees or any other person against loss or expense including attorneys fees, by reason of any liability imposed by law upon the Owner, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Owner, its employees or agents or any other person; or on account of the filing of a writ of mandamus alleging non-compliance with law, arising out of or in consequence of this agreement. In order to give effect to the intention of the parties in forming this agreement and in order to facilitate all indemnification to the Owner, the Contractor expressly, intentionally and irrevocably waives any and all employer immunity provided in Section 35, Article II of the Ohio Constitution. It is further understood and agreed that the Contractor shall (at the Option of the Owner) defend the Owner with appropriate counsel and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

12. Federal, State and Local Laws

The Contractor shall comply with all applicable Federal, state, and local laws in the performance of the contract, including applicable state and Federal laws regarding drug-free work places. The Contractor shall accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the contract.

13. Assignment

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under the contract documents.

14. Amendment

The Owner and the Contractor each reserves the right to make amendments to this contract provided that any such amendment is in accordance with law and the Owner and the Contractor each agrees to such amendment in writing.

15. Independent Contractor

The Contractor shall perform the services required by the contract as an independent contractor and not as an agent or employee of the Owner. All persons employed by the contractor to perform services hereunder shall be employees solely of the Contractor and shall not be agents or employees of the Owner.

16. Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified, postage prepaid, to the last business address known to the giver of the notice.

17. Cumulative Remedies

The duties and obligations imposed by these contract documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specially in the contract documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18. Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the contract documents, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

19. Controlling Law

This contract shall be governed by the law of the State of Ohio.

20. Records

The Contractor shall keep, maintain, make available for inspection and copying, and release any and all records generated in the performance of this agreement in accordance with state and federal law governing public records and the Owner's record retention schedules. The Contractor shall remove and destroy said records only in accordance with state and federal law governing public records and the Owner's record retention schedules. The Owner shall have the right of access to any book, document, paper or other records of the Contractor which are related to the activities contemplated under this agreement.

21. Representation

Owner and Contractor, as independent governmental and business entities, are both represented by legal counsel for purposes of entering into this agreement, and further understand that each party will seek the advice of its own respective legal counsel for any legal questions, which might arise in consequence of this agreement.

22. Unresolved Debt

The Contracting Authority shall complete an unresolved debt search in compliance with ORC Section 9.24.

SUPPLEMENTARY CONDITIONS

1. Contract Term / Renewal Terms

The initial term of the contract will be in effect from July 1, 2021 through June 30, 2022.

The initial term of the agreement will be for one (1) year (12 months). Upon expiration of the initial term, the Agreement shall automatically renew for another (1) year renewal term. The Agreement will continue to automatically renew for up to a total of five (5) one (1) year renewal terms (including the first renewal term). Pursuant to the notice requirements of Article 3 of the Standard Form of Agreement, this Agreement may be terminated without cause at any time throughout the initial term or any renewal term of this Agreement. Each one (1) year renewal term shall be upon the same terms, covenants, options, and conditions as provided in this contract.

SPECIFICATIONS

The Contractor's powers through this Agreement include the following:

1. With the approval of the Owner, hire such staff and employ such technical and advisory personnel as the director sees fit to enable the director to carry out the functions and duties of the office;
2. With the approval of the Owner, contract for services necessary to enable the director to carry out the functions and duties of the office;
3. With the approval of the Owner, enter into agreements with federal, state, and local governments and agencies thereof, and with public, private, or nonprofit organizations to carry out the functions and duties of the office;
4. Maintain membership in development organizations;
5. With the approval of the Owner, make loans or grants and provide other forms of financial assistance for the purpose of economic development, including financial assistance for permanent public improvements, in compliance with applicable laws of this state, and fix the rate of interest and charges to be made for such financial assistance;
6. With the approval of the Owner, receive and accept grants, gifts, and contributions of money, property, labor, and other things of value, to be held, used, and applied only for the purpose for which they are made, from individuals, private and public corporations, the United States government or any agency thereof, from the state or any agency thereof, or from any political subdivision or any agency thereof, and may agree to repay any contribution of money or return any property contributed or the value thereof in amounts, and on terms and conditions, excluding the payment of interest, as the director determines, and may evidence the obligations by written evidence;
7. Establish with the Owner any funds that are necessary for the deposit and disbursement of gifts or contributions of money accepted for economic development purposes;
8. With the approval of the Owner, design, implement, monitor, oversee, and evaluate economic development plans, programs, strategies, and policies;
9. Purchase real property to convey to a county land reutilization corporation to be used in accordance with its public purposes;
10. Perform all acts necessary to fulfill the functions and duties of the office.

Additionally, the Contractor shall:

1. Perform all acts necessary to fulfill the functions and duties of the office.
2. Seek the approval of the Owner at a meeting of the Board of Commissioners for any services in which the Contractor must obtain approval of the Owner.

3. Periodically report to the Owner on such items that include, but are not limited to:
 - Income tax growth (period to period),
 - Unemployment rates (period to period & rolling 12-month period),
 - Labor participation rates,
 - Business Retention & Expansion (“BRE”) Activities including phone calls and onsite visits,
 - Economic development projects secured,
 - Jobs created and retained within Richland County, and
 - Assistance provided to other government agencies that promote economic development such as JobsOhio, ODOT, ODSA, etc.