

REQUEST FOR PROPOSAL (RFP)

ADVERTISING SERVICES

For Butler County Veterans Service Commission

Contract No. 2024-05-VSC2

Issued by:

Butler County Veterans Service Commission 315 High Street
Hamilton, Ohio 45011

ISSUE DATE: May 28, 2024

Proposal Due Date: July 1, 2024 @ 3:00PM (EST)

Proposal Must Be Sealed, Delivered To, and Received By:

BUTLER COUNTY VETERANS SERVICE COMMISSION

Attention: Mike Farmer

315 High Street, 1st Floor

Hamilton, Ohio 45011

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1.0 Introduction and Purpose of This Request for Proposal (RFP)

The Butler County Veterans Service Commission (hereafter referred to as BCVSC) provides no-cost assistance to the estimated 21,126 Veterans and 5,000 surviving spouses that call Butler County home. The office provides VA Claims assistance, emergency financial assistance, medical transportation, and connection to a host of other services throughout the County. In addition to these core services, the BCVSC hosts an annual Silent Watch Event for Veterans Suicide Prevention and Sponsors a day at the fair. The BCVSC has seven (6) accredited County Veteran Service Officers and two (2) Veteran Benefit Coordinators who are tasked with assessing, serving, and aiding local Veterans with their VA Claims and navigating financial hardship.

The [BCVSC's](#) marketing goal is to reach both Veterans and their family members in Butler County so they know how to find the services they need. Cable, Digital Advertising, Radio and Billboards are a critical component of reaching the Veteran community.

The BCVSC is currently seeking proposals for Advertising Services for the period January 1, 2025 - December 31, 2026, which will help us reach Veterans and their family members who reside in Butler County.

The BCVSC currently has social media platforms to include Facebook, Twitter, Instagram, LinkedIn, YouTube and TikTok.

Note: the final negotiated contract will not become effective until approved by Butler County Veterans Service Commission- Board of Commissioners. Changes in expected term will be noted during negotiations and written into final contract.

This request for proposals (RFP) seeks proposals for the following services:

1. Advertisement through traditional AM/FM radio stations; and/or
2. Advertisement through Digital platforms such as streaming audio, websites, emails, podcasts and other forms of digital media. All should utilize targeting, data and research to target Veterans and their families within Butler County where possible; and/or
3. Advertisement through Over The Top; and/or
4. Advertisement through Broadcast or Cable News Television; and/or
5. Advertisement through Digital or Static billboard displays.

BCVSC reserves the right to reject any or all proposals for any basis, without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any of the unsuccessful companies against BCVSC. The failure to respond to all requirements specified in the RFP may result in the rejection of a submission.

The BCVSC reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that the BCVSC considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the BCVSC;

The BCVSC reserves the right to reject, in whole or in part, any proposal that the county BCVSC has determined [would not be in the best interest of the BCVSC](#), using the factors and criteria the BCVSC developed.

The BCVSC may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.

The BCVSC reserves the right to award only a portion of the services described and to select a single or multiple vendors when awarding the contract.

BCVSC reserves the right to negotiate, to extent legally permissible, any terms and requirements asserted in this RFP.

Upon awarding of contract, material submitted will be public record under O.R.C. 149.43 unless exempted by law.

2.0 Vendor Requirements

1. Vendor, its agents, and its employees must comply with all federal and state laws applicable to BCVSC and guarantee that professional services be performed in a timely, courteous and professional manner, adhering to or exceeding standards and acceptable practices of the advertising industry and in accordance with all applicable specifications contained within this RFP and through the terms of the awarded and executed agreement.
2. Vendor will be required to document and make available to the BCVSC, at regular intervals or upon request, appropriate records for the advertising period provided under the ensuing contract.
 - a. Documentation may include, but is not limited to date/time of advertisement(s), impressions served, video completion rate and click through rate.
 - b. Specific reporting requirements will be subject to change at any time during the contract period. Final details regarding documentation and reporting requirements will be negotiated with the successful proposal. All proposals should detail their record keeping and reporting practices.

2.1 Service Delivery

1. Vendor shall be capable of providing advertising services twenty-four (24) hours per day, seven (7) days per week. Vendor shall also maintain a single point of contact for calls and emails from BCVSC personnel. Proposal shall address their ability to provide 24/7 advertising. Proposal should detail the point of contacts availability and how to best reach them.
2. BCVSC will not pay for digital, audio or any medium where the advertisement is not aired or otherwise published.

3.0 RFP Timeline (all times local)

RFP Advertised	May 28, 2024
RFP Issued	May 28, 2024
Questions Deadline	June 14, 2024 by 3:00 PM
Proposal Question and Answer Conference	June 20, 2024 at 9:00 AM
Due Date for Proposals	July 1, 2024 by 3:00 PM
RFP Evaluations/Negotiations	July 17 - July 31, 2024

3.1 BCVSC Contact Person

Send all communications related to this RFP and the proposal process, including questions, via e-mail with subject line BCVSC RFP 2024-05-VSC2 to:

Mike Farmer Executive Director
Butler County Veterans Service Commission
Mike.Farmer@bcohio.gov
513-887-3601

Requests for technical assistance and questions will not be available by phone.

3.2 RFP Registration

In order to solicit information and receive electronic versions of documents you must register your company as a possible Vendor. To register, send Mike Farmer at the email listed in Section 3.1 above or in writing, by mail or delivered to the agency (Government Services Center, 1st Floor, 315 High Street, Hamilton, OH 45011) no later than 4:00 PM on June 20, 2024 with the following information:

In subject line: BCVSC RFP 2024-05-VSC2

Body of email: Company name, (Include DBA name if applicable), company address, telephone number, and fax number, contact person(s) name(s) and e-mail address(s).

Only Vendors who register for the RFP will receive copies of questions and answers.

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3.3 Proposal Conference

A Proposal Question and Answer Conference is scheduled for June 20, 2024@ 9:00 a.m. EST and shall take place via a WebEx video conferencing meeting. A link will be electronically sent to each Vendor registered under Section 3.2 above. All prospective Vendors should plan to attend this conference. Please have a copy of the RFP.

3.4 RFP Question and Answer Submission

Vendors that are registered for the RFP may submit questions regarding the RFP and/or RFP process to the RFP contact person via e-mail or in writing by mail or delivered to the agency.

Questions should be addressed to: Mike Farmer, Executive Director, Government Services Center, 1st Floor, 315 High Street, Hamilton, OH 45011 or by email to: Mike.Farmer@bcoho.gov

BCVSC will show no favoritism in responding to written questions or follow-up questions and will respond to all requests in the order in which they are received. Answers to all questions will be provided to all registered participants and known potential Vendors.

Prior to the Proposal Question and Answer Conference, questions may be e-mailed to the RFP contact person no later than June 14, 2024@ 4:00 p.m. EST. The questions with answers will be distributed 24 hours before the Proposal Question and Answer conference. (Q & A will be e-mailed to any registered Vendor that does not attend the Proposal Question and Answer Conference.)

3.5 Addenda to RFP

During the bid process BCVSC may modify this RFP by the issuance of one or more addenda, up to ten (10) business days preceding the RFP opening date. Any modification or amendment will be issued as an addendum to the RFP and will become a part of the contract document. Any addenda issued for this RFP will be forwarded to all registered Vendors.

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4.0 RFP Submission

By submitting a proposal, the Vendor will be held accountable to know the specifications and conditions under which the resulting contract will be accomplished, including, but not limited to the contents of all proposal documents, regulations and applicable laws. A Vendor may withdraw its proposal at any time prior to the award of a contract. BCVSC reserves the right to terminate negotiations with a Vendor at any time during the negotiation process if the Vendor fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. By submitting the proposal, the Vendor certifies that the proposal and pricing will remain in effect and unchanged for a minimum of 120 days past opening, unless there are contract agreed to negotiations.

Deadline for Submittal:

In order to be considered valid the entire Proposal must be physically received by BCVSC no later than 3:00 p.m. on July 1, 2024 at the following address:

Butler County Veterans Service Commission
Attention: Mike Farmer
315 High Street 1st Floor Hamilton, Ohio 45011

Proposal packets are to be sealed and each packet shall bear on its face the Name and Address of the Vendor and shall be plainly marked "BCVSC- Proposal for Contract No. 2024-05-VSC2." All packets submitted will be time and date stamped upon receipt by proposal contact Mike Farmer. Timely submission of packet is the sole responsibility of the Vendor. Late packets will not be considered for contract award. Proposal packets postmarked prior to the deadline for submittal but received after the deadline will not be accepted.

4.1 Preparation and Number of Copies

1. Vendors must submit one (1) original proposal and one (1) copy of the proposal. The original proposal must be marked "Original" on the cover and must bear the actual original signature(s) of the person(s) authorized to sign the proposal.
2. Print all narratives on 8 ½" x 11" plain white paper with margins of 1" on each side. All narratives must be printed in single space with Times New Roman (or similar) font, 12 point type. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content.
3. Each page of the proposal must be numbered sequentially at the bottom of the page and shall be divided into the categories listed in Section 4.4- Proposal Content. Any/ all narrative must contain a heading which clearly indicates the subject matter.
4. Vendor may use only paper clips, rubber bands or other removable fasteners to secure their proposal. Do not use staples, specialized bindings or coverings of any type or form.

4.2 Vendor Proposal Sheet

The Vendor proposal sheet shall include, but is not limited to, the following:

1. Vendor identification shall be listed on the top of page 1 of proposal sheet.
2. ~~Proposal~~Proposal on Contract 2024-05-VSC2 for Butler County Veterans Service Commission
3. Proposal sheet shall be signed by Vendor representative.
4. Vendor shall identify the advertising rates in detail for the period of January 1, 2025 through December 31, 2026.
 - a. Example is provided in Attachment E

4.3 Budget/ Budget Narrative

Budget: Vendor shall submit a line item budget detailing all costs classifications and all applicable costs that pertain to the proposed services. BCVSC does not require a specific budget format.

Budget Narrative: Vendor shall submit a budget narrative explaining all costs included in the budget, justification of the cost, and the calculation used to determine the amounts listed for each line item listed in the budget.

4.4 Proposal Content

The entire set of proposal documents must be submitted in the following order:

Section 1 - Proposal Signature Page/Bid Bond/Proposal Sheet/ Budget: This section should include the proposal sheet, line item budget and budget narrative.

Section 2 - Proposal: Detail how Vendor will provide advertising services that address all service requirements listed in section 1.0 Introduction and Purpose of this Request for Proposal. Vendor may include materials that serve to describe the functionality of their proposed service. Materials shall be referenced in the body of the response and included in Section 7.

Section 3 - Implementation Plan and Timeframe: This section should include an implementation plan outlining the significant tasks required to implement advertising services and a timeframe indicating when these tasks will be completed, to include when advertising starts.

Section 4 - Qualifications and References: This section should contain a brief history and description of the company with special attention given to project experience in this industry. Information shall also include, the date the company was established, the number of employees, a table of organization and a minimum of three (3) professional references from other businesses that are currently using the specific product and/or services listed in the RFP. References should include name of organization, contact name, telephone number, and e-mail address (if available).

Section 5 - Certificates and Additional Required Forms: This section should include the original forms, completed as required. Failure to include these forms/items with Proposal may result in Proposal disqualification.

1. Delinquent Personal Property Tax Affidavit (Attachment B)
2. Form Sub W-9 (Attachment C)
3. Proposal Title/Signature Page (Attachment D)
4. Proposal Rates (Attachment E)

5. Copy of either a valid license of foreign corporation to do business in Ohio or certificate of good standing of an Ohio corporation (as issued by the Ohio Secretary of State).

Section 6-Subcontracts: If Vendor intends to use any subcontractors under the resulting contract Vendor shall submit a letter of intent from each subcontractor indicating their commitment and three (3) professional references. All approved subcontractors will be held to the same contractual requirements as the Vendor.

Section 7 - Vendor Attachments (if applicable)

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5.0 Proposal Evaluation

Contract(s) will be awarded to the proposal(s) most advantageous to BCVSC whose proposal meets the requirements and criteria set forth in the RFP. Factors that determine the most advantageous proposal include, but are not limited to:

1. Capability of the Vendor to perform the contracted services/ vendor qualifications
2. Price
3. References and/or other indicators of satisfactory past performance of service delivery
4. Responsiveness to the Proposal

All proposals will be evaluated based the following weighed scale:

Ability to tailor advertising to a variety of age ranges	25%
Total Proposal Price	25%
Ability to cover multiple platforms	30%
Original content creativity	10%
Ability to target advertisements to Butler County residents	10%

5.1 Evaluation Process

1. Step 1: All responses received timely will be reviewed to ensure the Vendor submitted all required proposal documents and attachments as specified in the RFP.
2. Step 2: Proposals will be compared to the needs of the BCVSC and evaluated based on the factors set forth in 5.0.
3. Step 3: One or more Vendors may be required to present their proposals orally, to BCVSC at 315 High Street, Hamilton, Ohio, 45011 at a date to be determined.

Though it is hoped and expected that the eventual Vendor selection for the contract will be selected from this review process, BCVSC reserves the right to discontinue the selection process at any time and begin the entire RFP process anew or to not make any awards based on this proposal.

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**Butler County Veterans Service Commission
Purchase of Service Contract**

This Contract is entered into by and between the Butler County Veterans Service Commission ("BCVSC") and {Insert Vendor Name Here} (Vendor), with its main office located at {Insert main address here}, whose telephone number is {insert telephone number here}, for the purchase of Advertising services identified under Exhibit 1, Services to Be Purchased.

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract.

1. TERM / CONTRACT AMOUNT

This Contract shall be effective from the date it is executed by the BCVSC and shall remain in effect through {insert contract end date} inclusive, unless otherwise terminated or extended by formal amendment at BCVSC discretion.

BCVSC acknowledges that Vendor has or may have provided services contemplated by the terms of this Contract commencing {Insert Contract Start Date}: BCVSC further acknowledges the receipt of and the obligation to reimburse Vendor for such services upon presentation of timely and properly documented invoice(s). No services provided prior to the commencement date shall be covered under the terms of this Contract.

The maximum amount payable for this Contract shall not exceed amount to be determined.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract and Exhibits (such Exhibits are deemed to be a part of this Contract as fully as if set forth herein), Vendor agrees to perform the services as described in Exhibit 1, Services to be Purchased, and Exhibit 2, Reimbursement Policy.

3. EXHIBITS

When variations occur between the Contract language and the language of Exhibit 1, Exhibit 2 and any attachments, the language of Exhibit 1, Exhibit 2 and any attachments shall govern.

The extent to which any of the terms of this Contract shall be made inapplicable or amended is set forth in Exhibit 3, attached to this Contract. If an Exhibit 3 is not attached to this Contract, all terms of this Contract shall be in full force and effect according to the terms of this Contract, Exhibit 1, and Exhibit 2.

4. NON-EXCLUSIVE

This is a non-exclusive Contract, and BCVSC may purchase the same or similar items or services from other Vendors at any time during the term of this Contract. Vendor acknowledges that, by entering into this Contract, BCVSC is not making any guarantees or other assurances as to the extent, if any, that BCVSC will utilize Vendor's services or purchase its goods, and is only agreeing to establish unit rates for the services that the BCVSC actually purchases from Vendor.

In this same regard, this Contract in no way precludes, prevents, or restricts Vendor from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Vendor's ability to perform the services required under this Contract.

5. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of local funds which are appropriated in a specific property tax millage by the Auditor of the county and allocated by the BCVSC in its sole discretion for payment of services provided pursuant to this Contract.

If funds are reallocated in lesser quantities than the initial allocation, BCVSC may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or available for the continuance of the function performed by Vendor hereunder, the products or services directly involved in the performance of that function may be terminated by BCVSC at the end of the period for which funds are available. BCVSC will notify Vendor at the earliest possible time of any product or services which will or may be affected by a shortage of funds.

No penalty shall apply to BCVSC in the event this provision is exercised and BCVSC shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

6. AMENDMENT

This Contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

BCVSC reserves the right to amend or renegotiate the Contract if the requirements of the program are substantially changed, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Contracts may not be amended after lapse or termination of the Contract.

7. TERMINATION

This Contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination. Should Vendor wish to terminate this Contract, Vendor shall deliver the notice of termination ninety (90) days prior to the effective date of termination. Should BCVSC wish to terminate, BCVSC may do so immediately upon delivery of the termination notice.

Should Vendor become unable to provide the services agreed to in this Contract for any reason or if Vendor otherwise materially breaches this Contract, such services as Vendor has provided upon the date of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Contract Section 19- REIMBURSEMENT and Exhibit 2, subject to any claim or setoff by BCVSC for overpayment or other causes.

BCVSC shall not be liable to tender and/or pay to Vendor any further compensation after the date of Vendor's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by BCVSC.

Notwithstanding the above, Vendor shall not be relieved of liability to BCVSC for damages sustained by BCVSC by virtue of any breach of the Contract by Vendor. BCVSC may withhold any compensation due Vendor for the purpose of off-set until such time as the amount of damages due BCVSC from Vendor is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

8. PUBLIC RECORD

This Contract is a matter of public record under the laws of the State of Ohio. Vendor agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, BCVSC shall make available the Contract and all public records generated as a result of this Contract.

By entering into this Contract, Vendor acknowledges and understands that the records maintained by Vendor pursuant to this Contract may be deemed public records and subject to disclosure under Ohio law.

9. INDEMNIFICATION

Vendor agrees to protect, defend, indemnify and hold harmless the Butler County Board of County Commissioners and BCVSC and their members, officials, employees, agents and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss, loss of use of resulting without injury, damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by Vendor, its subcontractor(s), Vendor's or its subcontractor(s) officers, employees and agents, assigns, and those designated by Vendor to perform the work or services encompassed by the Contract.

Vendor agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Government entity Vendors subject to legally imposed limits on indemnification shall indemnify to the extent of their insurance coverage as required in Section 10 and their self-insured retention.

10. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by Vendor without the prior written approval of BCVSC.

Vendor shall not subcontract any of the services agreed to in this Contract without the express written consent of BCVSC. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Vendor is responsible for making direct payment to all Subcontractors for any and all services provided by such Subcontractor.

Vendor shall enter into a binding legal contract or written agreement with any/all approved Subcontractors and shall provide a copy of said contracts to BCVSC within ten (10) business days of contract execution.

Vendor shall monitor any approved Subcontractors to assure all requirements under this Contract are being met. Vendor shall notify BCVSC within one (1) business day when Vendor learns that any Subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Vendor shall immediately implement a process whereby either the Subcontractor is immediately brought into compliance or the Subcontractor's Contract with Vendor is terminated. Vendor shall provide BCVSC with written documentation regarding how compliance will be achieved. In the event of termination of a subcontractor, Vendor shall notify BCVSC of Subcontractor's termination and shall make recommendations to BCVSC of a replacement subcontractor. All replacement Subcontractors are subject to the prior written consent of BCVSC.

Notwithstanding any other provisions of this Contract that affords Vendor an opportunity to cure a breach, Vendor agrees that the assignment of any portion of this Contract or use of any subcontract without the prior written approval of BCVSC is grounds for BCVSC to terminate this Contract upon delivery of written notice.

11. INDEPENDENT CONTRACTOR STATUS

Vendor and BCVSC intend that an independent contractor relationship be created by this Agreement, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Vendor shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this Agreement and Vendor shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, social security, and Medicare payments for Vendor and any person(s) employed by Vendor. Vendor shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Vendor further agrees to indemnify and hold harmless BCVSC from any and all claims made to or by the above-mentioned taxing authorities resulting from or related to the performance of this Contract. However, if BCVSC determines that taxes should be withheld, BCVSC reserves the right to unilaterally withhold, as appropriate, and to notify Vendor accordingly.

Since Vendor and BCVSC are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other,

unless otherwise expressly agreed to in writing signed by both parties hereto. Vendor covenants to expressly indicate to any third-party vendor who is or may be doing business with BCVSC that it has no authority to bind BCVSC. Moreover, at no time shall Vendor hold itself out as an agent, subsidiary or affiliate of BCVSC for any purpose, including reporting to any government authority, and shall have no authority to bind BCVSC to any obligation.

12. BREACH OR DEFAULT OF CONTRACT; WAIVER

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, BCVSC may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and BCVSC retains the right to exercise all remedies mentioned herein.

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition. Vendor waiver requests shall be submitted in writing to the BCVSC Director or his/her designee. BCVSC will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the Contract.

13. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

14. CONFIDENTIALITY

Vendor shall maintain the confidentiality of all BCVSC clients and shall comply with all federal and state laws applicable to BCVSC and/or clients of BCVSC concerning the confidentiality of BCVSC clients.

Vendor agrees that the use or disclosure of information, systems or records concerning BCVSC clients for any purpose not directly related to the administration of this Contract is prohibited and access to the identities of any BCVSC clients shall be limited to that which is necessary for the purpose of performing Vendor's responsibilities under this Contract.

No information on clients served will be released for research or other publication without the express written consent of the BCVSC Director or his designee.

15. RECORDS

Vendor shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Vendor in the performance of this Contract.

Vendor shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with all applicable Ohio Revised Code and Ohio Administrative Code rules for a minimum of three (3) years after final payment is made under this Contract.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of BCVSC, Board of County Commissioners of Butler County, State of Ohio (including, but not limited to, the Governor's Office of Veterans Affairs, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this Contract. If an audit of any nature is initiated during this time period, Vendor shall retain such records until the audit is concluded and all issues resolved.

Vendor shall assure the maintenance of all records for a like period of time that are in the possession of any third party performing work related to this Contract, unless otherwise directed by BCVSC.

Vendor shall not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein without the express written consent of BCVSC.

16. UNIT RATES

When Exhibits 1 and/or 2 of this Contract identify the service to be provided as a purchase of services in units of service, or the authorization issued by BCVSC is to provide a specific number of units of service, it is the responsibility of Vendor to determine the number of units approved and to monitor the number of allowable units of services authorized by BCVSC under this Contract which have been used:

(1) Individually and (2) collectively. If Vendor offers services collectively or individually in excess of the contract limits for the units authorized by BCVSC without prior approval by BCVSC, Vendor shall bear the cost of the services provided.

If Vendor feels there is a need for additional units of service for the Contract as a whole, it is the responsibility of Vendor to obtain written approval from BCVSC administration prior to providing the additional units of service. Lack of diligence in securing such approval in advance shall not operate to the financial prejudice of BCVSC and thus BCVSC shall not be obligated to approve or pay for any services provided in excess of those it has authorized.

Should BCVSC agree to an increase in the authorized number of units of service, amendment language will be formulated by BCVSC for incorporation into the Contract via BCVSC's contract amendment process. No Contract modifications shall become effective until they are formally amended per Contract Section 7 -Amendment.

17. REIMBURSEMENT

Vendor warrants that claims made to BCVSC for payment of services provided shall be for actual services rendered to eligible clients and further warrants not to duplicate claims made by Vendor to other sources of public or private funds for the same service.

BCVSC agrees to compensate Vendor in accordance with the rates outlined in Contract Exhibit 2, Reimbursement Policy, for the services performed by Vendor.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this Contract is listed in Exhibit 2- Reimbursement Policy.

Records of service provided to eligible clients and all expenses incurred in the operation of the program shall be maintained per Contract Section 17 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit process.

- A) **Billing:** Invoices shall be sent each month to BCVSC within five (5) days of the end of the service month. Vendor shall make all reasonable efforts to include all service provided during the service month on the invoice. BCVSC shall not make payment for any service, based upon either an initial invoice or a supplemental invoice, for which a request for reimbursement is submitted to BCVSC more than ninety (90) calendar days from the end of the service month. BCVSC has the final authority to determine whether an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there shall be no extension of time limitations.

Invoices shall include Vendor's name and address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any special documentation identified in Contract Exhibit 2, Reimbursement Policy.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8, Termination.

All invoices and supporting documentation shall be subject to audit and adjustment by BCVSC and the State of Ohio after payment is made. Attention is directed to Contract Section 20, Audit Responsibility (of Vendor).

- B) **Payment:** BCVSC will review Vendor's invoice for completeness of required information before making payment, but within thirty (30) working days after receipt of a complete and accurate invoice. Any adjustments by BCVSC to the invoice will be identified in an adjustment letter to Vendor, to be issued timely with the payment check. If Vendor's invoice is incomplete, payment will be delayed until receipt of required information.

In the event BCVSC intends to withhold any amount due to the lack of sufficient documentation, BCVSC will promptly notify Vendor in writing.

18. AUDIT RESPONSIBILITY

Vendor shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Vendor's performance of this Contract.

Audits will be conducted using a "sample" method. Depending on the type of audit conducted, the areas to be reviewed using the sample method may include, but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the audit sample will be applied to the entire audit period.

Vendor recognizes and agrees BCVSC may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

Vendor shall repay BCVSC, with interest at the statutory rate, the full amount of payment received for duplicate billing, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Vendor shall sign a repayment of funds agreement or BCVSC shall withhold the overpayment from monies due Vendor. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current. Checks held more than sixty (60) days will be canceled and will not be re-issued. BCVSC may, in its sole discretion, allow a change to the terms of the repayment of funds agreement. Any change to the repayment of funds agreement shall require a formal amendment to be signed by all parties. An amendment to the repayment of funds agreement may also be required by BCVSC if any additional changes or issues develop or need to be addressed as determined by BCVSC.

BCVSC reserves the right not to increase the rate{s} of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to any audit finding.

19. PERFORMANCE MEASUREMENT

The Vendor shall develop a service measuring process that will provide reports on services provided compared to the standards outlined in the request for proposal, this document and exhibits attached.

20. PROPERTY OF THE BUTLER COUNTY VETERANS SERVICE COMMISSION

All items produced under this Contract or with funds provided under this Contract, including, but not limited to, documents, data, photographs and negatives, electronic reports/ records, or other media are the property of BCVSC, which has an unrestricted right to reproduce, distribute, modify, maintain and use any or all such deliverables.

Vendor shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this Contract; nor shall Vendor include any copyrighted matter in the deliverables produced pursuant to this Contract.

21. COMPLIANCE

Vendor shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

22. GOVERNING LAW

This Contract and any modifications, amendments, or alterations thereto, shall be governed by and shall be construed and enforced under the laws of the State of Ohio.

Any legal action brought pursuant to the Contract shall be filed in the courts located in Butler County, Ohio and Ohio law shall apply.

23. CONFLICT OF INTEREST

Vendor shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Vendor. Vendor shall make written disclosure of any and all financial transactions of the Vendor in which a member of his/her immediate family or executive personnel or their immediate family is involved.

This Contract in no way precludes, prevents, or restricts Vendor from obtaining and working under additional contractual arrangement(s) with other parties aside from BCVSC, assuming that the contractual work in no way impedes Vendor's ability to perform the services required under this Contract. Vendor warrants that, at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any Contract which will impede its ability to perform the services under this Contract.

Vendor further agrees that there is no financial interest involved on the part of any BCVSC officers, Board of County Commissioners or employees of Butler County involved in the development of the specifications or the negotiation or actual performance of this Contract. Vendor has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this Contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Vendor has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this Contract. It is understood that a conflict of interest occurs when any member of the Vendor's Board, administrative staff, or employee involved in providing services under this Contract has a financial or other interest in the Contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this Contract.

Vendor shall report the discovery of any potential conflict of interest to BCVSC. If a conflict of interest occurs or is discovered during the term of this Contract, BCVSC may exercise any right under the Contract, including termination.

Vendor shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921. By signing this Contract, Vendor certifies that it is and shall remain in compliance with these provisions.

24. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the period of such inability provided, however, that Vendor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect BCVSC's property or employees which are necessary to Vendor's ability to perform.

The term "force majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.

Vendor shall, to the extent within its reasonable control, remedy with all reasonable dispatch any such cause which prevents Vendor from carrying out its obligations contained herein.

25. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

BCVSC reserves the right to announce the following to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Vendor's performance under the Contract.

Vendor shall not release information about or related to this Contract to the general public or media verbally, in writing, or by electronic means without prior written approval from BCVSC, unless Vendor is required to release requested information by law.

Vendor shall not seek to publicize and shall not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents BCVSC may provide to Vendor to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities without prior written BCVSC approval.

Vendor shall contact BCVSC in lieu of responding immediately to media queries.

Nothing in this section is meant to restrict Vendor from using Contract information and results to market to specific clients or prospects.

Any program description intended for internal or external use shall mention that referrals and funding are provided by the Butler County Veterans Service Commission.

26. CHILD SUPPORT ENFORCEMENT

Vendor agrees to cooperate with BCVSC, ODJFS and any other Child Support Enforcement Agency in ensuring that Vendor's employees meet child support obligations established under state law. Further, by executing this Contract, Vendor certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation - Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

27. DEBARMENT AND SUSPENSION

Vendor certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Vendor shall, upon notification by any Federal, State, or Local government agency, immediately notify BCVSC of any contemplated or imposed debarment or suspension.

28. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding

for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the auditor of state. Vendor further warrants that Vendor shall notify BCVSC within one (1) business day if a finding for recovery is issued against Vendor during the Contract term.

29. DELINQUENT PERSONAL PROPERTY TAX

Vendor certifies that all delinquent personal property tax obligations of the Vendor, including interest and penalties due the County of Butler, have been paid prior to the signing of this Contract, per the requirements of Section 5719.042 of the Ohio Revised Code.

30. DISCLOSURE

Vendor shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Vendor's Board, administrative staff or employees participating in this Contract have with a county employee, county employee's business, or any business relationship or financial interest that a county employee has with the Vendor or in the Vendor's business.

31. DRUG-FREE WORKPLACE

Vendor shall comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Vendor shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in anyway.

32. LOBBYING

Vendor certifies that Vendor has not and shall not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

Vendor shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this Contract.

33. NON-COLLUSION CERTIFICATION

Vendor certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

34. NON-DISCRIMINATION

Vendor certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with

Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

Vendor shall post in conspicuous places, available to employees and applicants for employment, notices stating that Vendor complies with all applicable federal and state non-discrimination laws.

Vendor shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.

Neither Vendor, nor any person claiming through Vendor, shall establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Vendor.

35. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Vendor shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Vendor shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to BCVSC clients.

36. CONTRACT DISPUTE RESOLUTION

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

37. CONTRACT CLOSEOUT

At the discretion of BCVSC, a contract closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the contract closeout is to verify there are no outstanding claims or disputes and to ensure that all required forms, reports and deliverables were submitted to and accepted by BCVSC in accordance with contract requirements.

38. AUTHORITY TO BIND PRINCIPAL

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this agreement.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

In witness whereof, the Vendor and BCVSC have executed this Contract as of the ____ day and ____ year
MONTH 2022.

REQUIRED SIGNATURES

{Who Signing, with title}

Date

{Business Name}

Hunter B. Jones, President
Butler County Veterans Service Commission

Date

David Reed, Vice President
Butler County Veterans Service Commission

Date

Mark Applegate, Secretary
Butler County Veterans Service Commission

Date

Kenneth Calihan, Member
Butler County Veterans Service Commission

Date

Gregory Robinette, Member
Butler County Veterans Service Commission

Date

Approved As To Form Only:

Assistant Prosecuting Attorney (Date)

Attachment A

(This Affidavit Must Be Executed For The Bid To Be Considered)

Attachment B

Which Forms Do I Need With A Sub W-9

In June 2015, we introduced a new Sub W-9 that included a Part IV regarding past public employees who receive OPERS benefits. These changes are mandated by The State of Ohio. There has been confusion about which forms are needed in different scenarios. Due to the confusion that exists, we made this flow chart to try to simplify the process.

1. The Sub W-9.
 - a. We have a Sub W-9 form that we have created that meets the guidelines for the IRS, and allows us to collect additional information we need for the State of Ohio and to determine which forms need to be included with the W-9.
 - b. **The Sub W-9 is mandatory if the Business Type is Individual, Individual LLC, LLC S-Corp, or S-Corp.** We can use a regular W-9 that is filled out correctly if it is the most recent IRS form which delineates the type of Corporation if the entity is a Partnership, C-Corp LLC or C-Corp.
 - c. To reduce confusion and establish a consistent procedure, we recommend that you require a Sub W-9 for all Vendors. This will minimize confusion and delays.
2. Sub W-9 Parts III and IV.
 - a. The additional forms that will need to be included is determined by the information provided in these two Parts of the Sub W-9.
 - b. The Sub W-9 Part III and IV will determine which additional forms are needed.
 - c. The answers provided to the questions must be consistent with the rest of the document.
 - i. *For example, we have had to reject several Sub W-9s because the Type of entity was marked 'Individual', but Part III was answered 'No'.*
 - d. Some offices highlight these two fields to make sure prospective vendors fill them out.
3. Forms
 - a. PEDACKN. The PEDACKN is the form that is used for the vendor to acknowledge the vendor is an individual, providing a service to a public employer, and they are not an employee for OPERS purposes, and they are knowingly and willingly engaging in commerce with a public employer as an Independent Contractor and NOT as an employee. **You will need this form ANYTIME Part III is answered 'Yes'.** NOTE: Box III MUST be marked 'Yes' If the vendor type is Individual, LLC Individual, Singly Owned S-Corp or disregarded entity. It COULD be 'Yes' in the instance of a C-Corp.
 - b. SR-6. The SR-6 is the form through which a prospective vendor informs Butler County that they are a former employee of a public entity. They are also required to disclose if they are receiving OPERS benefits. Butler County **must** provide this form to the state, who determines the status of the perspective vendor and their retirement benefits with OPERS. **This form is required ONLY when Part III & IV on the Sub W-9 is marked 'Yes'.**
 - c. The PEDACKN is often required. The SR-6 is rarely required.

Form SUB W-9 (Rev SEPT 2022)	Butler County Ohio Substitute Form W9 / Ohio Reporting Form Request for Taxpayer Identification Number and Certification
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In order to maintain Butler County's supplier records in compliance with the Internal Revenue Service regulation 1.0641-1 and Ohio Revised Code section 3121.89-3121.8911, please **complete** and return by **email to AP@butlercountyohio.org** or by mail to:

Auditor of Butler County
130 High Street, Fiscal Services Dept.
Hamilton, OH 45011

To **properly complete** the form, the following information must be provided:

- Part I, line 1, enter the business owner's name (if applicable), part 1, line 2, business name (if applicable), federal tax classification, and address.
- Part II, you must provide either a Taxpayer Identification Number (TIN) or Social Security Number (SSN)
- Part III, **you must check "Yes" or "No"** to the question about providing goods or services as the sole owner of your business. If you check the **"Yes"** box to indicate that you are the sole owner, you must provide your name, the first date of providing goods or services for Butler County, **birth date**, and **description** of the type of good or service you will provide the county.
- Part IV, you must answer this question if Part III is answered "Yes". Answer "Yes" only if you are receiving retirement or disability payments from Ohio Public Employees Retirement System (OPERS) or any other Ohio pension system (SERS, STRS etc)
- Part V, **sign** the form and **enter today's date**.

For definitions of Part I and II of this form, please refer to IRS Form W-9.

Part I Business Ownership and Address Information			
Name (as shown on your income tax return). DO NOT LEAVE BLANK. If you are an individual or file under your name put your name here.			
Business name/disregarded entity name, if different from above.			
Check appropriate box for federal tax classification: (check only one box) If Individual PART III below is ALWAYS "YES"			
<input type="checkbox"/> Individual/Sole Proprietor (or single-member LLC)	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate
<input type="checkbox"/> Limited Liability Company – Tax classification (<u>C</u> = C Corp, <u>S</u> = S Corp, <u>P</u> = Partnership)		NOTE: Check the appropriate box for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Exempt from backup withholding	
Address Line 1 (number, street, and apt. or suite no.)		Requestor's name and address: Auditor of Butler County 130 High Street, 4th Floor Hamilton, OH 45011	
Address Line 2			
City, state, and ZIP code			
Part II Taxpayer Identification Number (TIN) and Social Security Number (SSN)			
For suppliers that have a TIN, this must be entered.			
For individuals, sole proprietors, and corporations owned by an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. You may enter your business or DBA name on the Business name line.			
Taxpayer Identification Number (TIN):		and / or	
Social Security Number (SSN):			
Part III Additional Information Required by the State of Ohio for Independent Contractors			
Will you receive payments from Butler County as either an individual, sole owner of a business, or single-member LLC?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes" is checked, you MUST complete the information below for name, date good or service provided, birth date, and description of the nature of your financial transactions with the county.	
Printed first name, middle initial, and last name	Date good or service provided (MM / DD / YY)	Birth date (MM / DD / YY)	
Describe the Nature of the transactions you will be engaged in with Butler County			
Part IV Additional Information Required by the State of Ohio for Public Employees			
Are you currently receiving a pension benefit from Ohio Public Employees Retirement System (OPERS) or any other Ohio retirement system?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If you are an individual, the sole owner of your business, a single-member LLC, or a disregarded entity and have answered Part III "Yes", you must answer this question "Yes" or "No". If you answer "Yes" please fill out the SR-6 Form (Notice of Re-Employment of an OPERS Benefit Recipient)	
Part V Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).			
2. I am not subject to backup withholding because, (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.			
3. I am a US person (including a US resident alien).			
Certification Instructions: You must cross out exempt from backup withholding above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.			
The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.			
Signature of U.S. person _____		Date _____	



Nancy NIX
Butler County Auditor CPA

Butler County Auditor's Office
130 High Street / 3rd-4th Floors
Hamilton, Ohio 45011
Phone: 513-887-3154

The Butler County Auditor's Office offers the ability for vendors to receive payments from the County electronically, rather than by check. Payments can be deposited into a checking or savings account of your choice. In addition, you will be notified of the deposit by e-mail. The e-mail will provide all the information that would normally print on the check stub. To receive payments electronically, you must complete this form and return to the address above with a voided check or bank letter containing routing/account information. The first payment processed after we receive all documentation will continue to be a paper check. Once we are able to verify the banking information provided, via the prenote process, all future payments will be sent electronically.

Action:	<input type="checkbox"/> ADD	<input type="checkbox"/> CHANGE/UPDATE	<input type="checkbox"/> INACTIVATE
Payee Name:			Phone No:
Taxpayer ID:	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		Butler County Employee: YES <input type="checkbox"/> NO <input type="checkbox"/>
SSN:	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Address:			
E-mail (Required):			
Bank Name:			
Bank Routing Number:		<input type="checkbox"/> Savings Acct No:	
		<input type="checkbox"/> Checking Account No:	

**ATTACH VOIDED CHECK OR A BANK LETTER CONTAINING ACCOUNT
AND ROUTING INFORMATION**

Authorization: This authorizes the Butler County Auditor's Office to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account indicated above and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. I understand and accept the conditions of participation in the direct deposit program.

This authorization will be in effect until the Butler County Auditor's Office receives a written termination notice from myself and has a reasonable opportunity to act on it.

Print Name	Title:
Signature:	Date:



Employer Services: 1-888-400-0965
www.opers.org



Social Security Number

□ □ □ — □ □ — □ □ □ □

-OR-

OPERS ID

First Name

MI

Last Name

Address

City

State

ZIP Code

Date of Birth

11/11/2019 11:11 AM

Beginning date of re-employment:

[illegible]

Title

STEP 2: Employment Information Continued

- ☐ 1. A benefit recipient hired as a public employee or elected to office.
- ☐ 2. A benefit recipient hired under a personal service contract as an independent contractor.

In all cases of doubt, the OPERS Board shall determine whether any person is a public employee, and its decision is final. An independent contractor is not a public employee and shall not become a contributor to the retirement system. Generally, independent contractors are not included on the employer's payroll and receive a Form 1099-MISC for income tax reporting purposes.

To the extent an employer improperly classifies the benefit recipient as an independent contractor on this form, and the benefit recipient receives (1) a monthly retirement benefit from the retirement system, or (2) reimbursements from the OPERS HRA or the OPERS RMA, the employer and/or the individual may be liable to OPERS and/or the applicable plan(s) for any amounts incorrectly paid under the plan(s) and the employer may also be liable to OPERS for any unpaid employee or employer contributions to the retirement system.

- ☐ 3. A benefit recipient employed in a position described in Ohio Revised Code Section 101.31, 121.03, or 121.04, or as the head of a division of a state department, or in a position to which appointment is made by the governor with the advice and consent of the Senate.
- ☐ 4. A retired judge assigned to active duty by the Chief Justice of the Ohio Supreme Court. Please forward a copy of the assignment papers.
- ☐ 5. A benefit recipient re-employed or re-hired in the same position by a public employer in a position that is customarily filled by a vote of the members of a board or commission or by the legislative authority of a county, municipal corporation, or township and the following conditions have been met.
 - a. Not less than 60 days before the employment as a re-employed benefit recipient commenced, the public employer gave public notice (containing the time, date, and location at which a public meeting was to take place) that the benefit recipient would be receiving a benefit and was seeking employment with the public employer; and
 - b. Between 15 and 30 days before the employment as a re-employed benefit recipient commenced, the public employer held a public meeting on the issue of the benefit recipient being employed by the public employer.
- ☐ 6. An elected official receiving a benefit who is elected or appointed to the same position for the remainder of the term or the term immediately following retirement. Please mark a, b, c or d below.
 - ☐ a. The director of the Board of Elections has been notified in writing, at least 90 days prior to the primary election for the next term, of the elected official's intent to retire.
 - ☐ b. The elected official was already retired at least 90 days prior to the general election.
 - ☐ c. The appointing authority has been notified that the official was already retired or intends to retire prior to the end of the term.
 - ☐ d. None of these apply.
- ☐ 7. An elected official receiving a benefit who is elected or appointed to a different elected office.

STEP 3: Employer Certification of Health Care Coverage

Will the employer's health care coverage be available to the re-employed benefit recipient listed on this form?

☐ Yes ☐ No

If "yes," when will this coverage first become available?

□ □ / □ □ / □ □ □ □

STEP 4: Fiscal Officer Certification

I certify that the employment or contract information provided on this form is accurate to the best of my knowledge. I understand that failure to timely or accurately report a benefit recipient's service to OPERS may result in employer liability to OPERS for overpaid benefits and/or unpaid contributions. In any case of doubt, it is the employer's obligation to request a determination of whether the benefit recipient is a public employee who should be contributing to OPERS for his/her service.

Employer

Employer Code

Address

City _____ State _____ ZIP Code _____

Signature of Fiscal Officer _____ Today's Date ____/____/____
Reporting to OPERS _____
Do not print or type name

Fiscal Officer Reporting to OPERS First Name	MI	Last Name

Work Phone Number



Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

1-800-222-PERS (7377)
www.opers.org

(Revised 5/22)



Employer Services: 1-888-400-0965
www.opers.org

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 2: Public Employer Information (To be completed by the Public Employer)

(continued on back)

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **A copy of this form must be sent to OPERS.**

Signature _____ Today's Date ____/____/____
Do not print or type name

PROPOSAL SIGNATURE PAGE

ADVERTISING SERVICES CONTRACT 2024-05-VSC2

BUTLER COUNTY VETERANS SERVICE COMMISSION

315 HIGH STREET, 1st FLOOR

HAMILTON OHIO 45011

PROPOSAL SUBMISSION DEADLINE: July 1, 2024 at 3:00 PM Local Time

COMPANY NAME: _____

DBA: _____

ADDRESS: _____

City: _____ State: _____ Zip Code: _____

TELEPHONE NO. _____ FAX NO. _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

CERTIFICATION: This proposal has been completed in accordance with the specifications. I hereby certify that, to the best of my knowledge, the information contained herein is accurate, complete and current as of this date. I hereby certify that I have the authority to submit this proposal and to negotiate, sign, modify and terminate contracts on behalf of the above named organization. I also certify that the proposal and pricing shall remain in effect and unchanged for 120 days from proposal due date.

Name and signature of organization officer authorized to bind the company to all commitments made in the proposal.

SIGNATURE: _____ DATE: _____

TYPED/PRINTED NAME: _____

TITLE: _____

PROPOSAL RATES - Attachment E

The following specifications shall be met in order to enter into a Price Agreement.

1. Prices must include the detailed rate for January 1, 2025 through December 31, 2025 as one period and then January 1, 2026 through December 31, 2026.
2. Purchases by Butler County are Tax Exempt.
3. Purchase price shall include all delivery charges, creative, video productions and associated costs.

Rates should be broken down in industry standard units of measure. For example digital impressions are calculated at a CPM or "cost per thousand" or unit price specific for each category proposed.

Example:

30 Second Spot	Each \$_____ x 2400 =	\$_____
Streaming TV Impressions	Each \$_____ x 55,000 =	\$_____
In Banner Video and Display Ads	Each \$_____ x 100,000 =	\$_____
Production of 3 new 30 second Ads/Commercial	Each \$_____ x 3=	\$_____
	Total \$	_____