ADDENDUM 1

REQUEST FOR PROPOSALS

RFP 26-08

Design Services for Budget & Budget-in-Brief

Date of Issuance: October 28, 2026

This addendum includes responses to all questions received by the City of Delaware through October 27, 2026.

1. **The 2026 budget ran 332 pages, many of them line-item financial schedules. Should respondents price redesigning every page, including those schedules, or will the City supply the schedules as finished pages for the respondent to insert?**

   The City will provide the raw data to be used in the budget book. The information on those sheets must be included; however, they can be reformatted as necessary to create a cohesive design.

2. **The RFP doesn't mention photography. Will the City supply photos for the budget document and budget-in-brief, or should respondents include photography or stock licensing in the fee?**

   The City has existing stock photography that can be shared and utilized by the selected Respondent. However, the City is interested in obtaining a fresh perspective for both the budget and budget-in-brief. Respondents are asked to provide a separate cost for the inclusion of photography and/or a stock licensing fee.

3. **Section 14(7) refers to an Agreement. Can the City share it, including any insurance requirements?**

   Yes. Attached please find a sample City contract for reference purposes only. Please note that the City reserves the right to add additional terms and conditions as required for the specified work.

4. **Is the contract for this budget cycle only, or does it include renewal options?**

   The awarded contract will include renewal options. Specifically, the awarded contract will include renewal options for two additional years, pursuant to two separate one-year renewal increments at the discretion of the City.

5. **Can the City share the budget available for this work?**

   The City does not have a definitive budget for this work as this is the first time outside design services for these items have been sought. Respondents are asked to use their knowledge and experience in completing similar work to prepare both a proposal and a comparable cost proposal for this initiative.

6. **What is the budget for this project?**

   Please see Question No. 5.

7. **The 2026 City of Delaware Budget document is 332 pages. Do you expect the 2027 version to be similar in length?**

   Yes, it is estimated that the 2027 budget will be similar in length to the 2026 budget document. The line-item budget (with message and cover) is 171 pages and posted to the City's website for reference.

8. **Is this a full redesign, or applying a new design system to your existing structure?**

   As this is the first time the City has sought outside design services for this work, the City is open to and seeking a fresh and full redesign.

9. **Will you provide source files for the budget document (Word, Excel, InDesign)?**

   Yes. The City will provide source files in word and excel formats. Organizational charts will be provided in Visio or PDF. Narratives were previously prepared in Publisher, but that format is being discontinued.

10. **Will the City provide charts and tables as data for us to build, or as finished graphics to restyle?**

    Both. Some charts are required and will need to be included. The City can identify these specifically. However, the City is open to adding additional or reformatted charts to enhance the readers experience.

11. **What level of ADA compliance is expected for the full budget PDF, specifically PDF/UA or WCAG 2.1 AA?**

    As a governmental entity, the City is required to meet WCAG 2.1 AA for all digital content, including PDFs. PDF/UA is helpful and encourage but not required; compliance will be evaluated against WCAG 2.1 AA.

12. **Should we assume printing is excluded, providing only design and files?**

    Yes. Neither printing of the completed budget nor budget-in-brief is included in the Scope of Services.

13. **Section 4 lists remaining budget data arriving January 11, 2026. Can you confirm this should be January 11, 2027?**

    Correct. The City estimates providing the remaining budget data to the selected Respondent by January 11, 2027.

14. Page 4 requests the following deliverable: Electronic file of Budget-in-Brief formatted to be posted to the City's Website. Does the City have a preferred format or is PDF acceptable?

No. Submission of the electronic file of Budget-in-Brief to be posted to the City's Website can be submitted in PDF format.

15. Does the City have a target budget in mind for this engagement?

Please see the City's response to Question No. 5.

16. Can the kickoff meeting, review meetings, and any presentations be held virtually?

Yes. The kickoff meeting, review meetings, and any presentations be completed virtually.

17. Has the City established a budget or not-to-exceed amount for this project?

Please see the City's response to Question No. 5.

EST 1808
CITY OF
DELAWARE
OHIO

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement for Design Services for Budget & Budget-in-Brief (the "Agreement") is made and entered into and effective on this ____ day of _____, 2026 ("Effective Date") by and between the City of Delaware, Ohio (the "City"), an Ohio Municipal Corporation, with offices located at 1 South Sandusky Street, Delaware, Ohio 43015 and _____ ("Service Provider"), with an office and principal place of business located at_____.

WHEREAS, the City desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged; and

WHEREAS, the City and Service Provider seek to set forth the terms and conditions for this engagement exclusively in this Agreement, to supersede any and all other prior agreements regarding the subject matter hereof.

NOW, THEREFORE, in consideration of this Agreement and of the terms and conditions herein contained, the parties, intending to be legally bound, agree as follows:

TERMS AND CONDITIONS

I. Performance of the Services. Service Provider shall:

A. Perform the Services as set forth in the attached Exhibit A, which generally includes on-call, as-needed professional services.

B. Give prompt notice to The City should Service Provider observe or otherwise become aware of any fault or deficit in the project or task, or any nonconformance with the Agreement.

C. Obey all applicable federal, state, and local laws.

D. Remit to The City after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. Service Provider shall be entitled to retain copies for Service Provider's files.

F. Coordinate all aspects of the work referenced in this Agreement with the _____ or his or her designee.

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II. Obligations of the City. The City shall:

A. Assist Service Provider by providing applicable and available information pertinent to the Services.

B. Assist in making the necessary provisions to enter upon public and private property as required to perform the Services.

C. Give prompt notice to Service Provider should the City observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination.

A. This Agreement shall commence on the Effective Date. Work pursuant to this Agreement shall commence no later than Month Date, Year. This Agreement shall remain in effect until Month Date, Year, or until all work is completed to the satisfaction of the City, whichever occurs first. The City reserves the right to extend this Agreement for two additional years, pursuant to two separate one-year renewal increments.

B. The City may cancel or terminate this Agreement at any time, effective immediately, by providing written notice to Service Provider. In the event this Agreement is terminated by the City prior to its natural expiration, Service Provider shall be paid for work completed in accordance with this Agreement.

C. Service Provider shall be in default under this Agreement if either of the following occurs and is not remedied within five business days of the date of written notice of any such event given by the City: (1) Service Provider fails to timely perform or observe any of its obligations under this Agreement, or (2) Service Provider withdraws from the project and cannot provide a replacement acceptable to the City.

IV. Payment.

A. Service Provider shall be compensated for its Services as identified in Exhibit A, Scope of Services. The total compensation for the Services shall not exceed $0,000.00 without prior approval of the City. No additional payment will be made for fringe benefits, travel time or travel-related expenses.

B. Unless otherwise agreed to by the parties, upon completion of the Services, Service Provider shall submit an invoice to the City for Services rendered, and the City agrees to pay within thirty days receipt of a valid invoice, which shall consist of a description of work completed and date(s) performed as applicable. Invoices shall be approved by the appropriate City Department Head or their designee and forwarded to the Office of Finance for payment. The City's payment shall also be contingent upon (a) Service Provider's proper performance of the Services in accordance with any plans, specifications, and manufacturer's instructions, and

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within the applicable standard of care and (b) to the extent applicable, all manufacturer warranties for any materials or equipment provided by Service Provider.

C. Acceptance of final payment shall constitute a waiver by Service Provider of any claims related to this Agreement, except for those expressly reserved in accordance with applicable law.

V. Relationship of the Parties – Independent Contractor. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of the City and is not a public employee pursuant to R.C. 145.01 *et. seq*. Nothing in this Agreement shall be construed to create a relationship between Service Provider and the City of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on the City's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by the City or any City personnel as to the manner of work. Furthermore, if Service Provider is an individual, then Service Provider must complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement Form, available here: **Independent Contractor/Worker Acknowledgment**

VI. Indemnification.

A. Professional Liability. Relative to the extent, losses, damages, liability and cost, Service Provider agrees to indemnify and save the City, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by Service Provider or its employees.

B. General Liability. To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless the City, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of the acts or omissions of Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Service Provider, any subconsultant(s) of Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

C. As a municipal corporation of the state of Ohio, the City cannot lawfully indemnify Service Provider and affirmatively does not indemnify Service Provider.

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VII. Insurance.

A. Service Provider shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which Service Provider may be legally negligent. Service Provider shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement.

B. Service Provider shall secure and maintain, at its own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

C. Service Provider shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

D. Service Provider shall secure and maintain, at its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars ($500,000.00).

F. The City shall be held harmless for any damage to Service Provider's property and/or equipment during the course of performance under the Agreement.

G. The above referenced insurance shall be maintained in full force and effect during the life of this Agreement and for one year beyond, where specified. Certificates showing that Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, The City prior to the start of work on the project and before the City is obligated to make any payments to Service Provider for the work performed under the provision of this Agreement. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of The City is an “Additional Insured”.

VIII. Employee Documentation

A. Service Provider guarantees that the individuals employed by Service Provider working on this project are authorized to work in the United States. Service Provider will upon request provide the City with appropriate documentation (Form I-9) for any Service Provider employee performing services for the City.

SAMPLE

B. Service Provider agrees to indemnify he City in accordance with Section VI of the Agreement for any issue arising out of Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

A. Service Provider shall be responsible for providing to the City a current Form W-9 to verify Taxpayer Identification Number (TIN). In the event of any changes, Service Provider shall be responsible for providing to the City an updated current Form W-9.

B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.

C. The City represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of the Codified Ordinances of the City, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

D. Service Provider shall receive Internal Revenue Service form 1099 from the City for income tax reporting purposes.

X. Assignment. Neither this Agreement, nor any rights, duties, or obligations described herein, may be assigned be Service Provider without the prior express written consent of the City.

XI. Discrimination.

A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by the City and/or Service Provider in connection with the Services.

B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Delaware County, Ohio.

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XIII. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XIV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

XV. Subcontracting. As applicable, and as approved by the City, Service Provider agrees that all subcontractors shall be bound by all Terms and Conditions of this Agreement. All subcontractors' costs and expenses will be at the sole expense of Service Provider, and Service Provider shall be solely responsible for payment to subcontractors and compliance of subcontractors with all Terms and Conditions of this Agreement. Service Provider further assumes responsibility for all work performed by subcontractors under this Agreement.

XVI. Warrant of Service Provider Regarding Ohio Revised Code 9.24. Service Provider warrants that it is not subject to any "unresolved" finding for recovery under R.C. Section 9.24. If the foregoing warranty is deemed to be false, this Agreement is void *ab initio* and Service Provider must immediately repay to the City any funds paid under this Agreement.

XVII. Resolution of Disputes. The City and Service Provider recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the City and Service Provider agree that if any controversy or dispute arises out of or relates to this Agreement, or any breach of this Agreement, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The City and Service Provider shall attempt to mutually agree as to the provider of neutral mediation services. Should timely attempts at resolution of disputes fail, the parties reserve all rights available to them at law and in equity.

XVIII. Confidentiality and Public Records. Service Provider understands all documents contained or incorporated into this Agreement or created pursuant to this Agreement are presumed to be public records. If Service Provider believes a document contains trade-secret information, confidential proprietary information, or other data that exempts the document from disclosure and submits the legal basis for that determination, the City will review the matter and may restrict public inspection and copying of the document.

XIX. Supersedes Prior Agreements. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the parties regarding the terms and conditions set forth herein. In the event of any conflict in terms between this Agreement and any other document relating to the subject matter hereof, the terms of this Agreement shall control.

XX. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized

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officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio. If there is any conflict between this Agreement and any term, condition, or item in the attached Exhibit A, the term in this Agreement shall control.

[signatures appear on following page]

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FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DELAWARE, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2026.

CITY OF DELAWARE, OHIO

BY: _____ Date _____
Paul J. Brake, City Manager

SERVICE PROVIDER

BY: _____ Date _____

Approved as to Form:

BY: _____ Date _____

City Attorney

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CERTIFICATION OF FUNDS

I hereby certify that the above amount required to the above, has been lawfully appropriated, authorized, or directed for such purposes and is in Treasury or in the process of collection to credit of the above funds free from obligation or certification now outstanding.

BY: _____ Date: _____
Director of Finance

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EXHIBIT A

Scope of Services

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