

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Residential and Non-Residential Inspection and Plan Review Services

DELAWARE COUNTY, OHIO

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

Jeff Benton

Barb Lewis

Gary Merrell

CONTRACT ADMINISTRATOR:

DELAWARE COUNTY BUILDING SAFETY

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1.0 Background and Nature of the Project

1.1 Delaware County Background

Delaware County is situated in Central Ohio, and covers 459 square miles and has a population of 214,124, per the 2020 census and a population of approximately 223,254 residents currently. The Delaware County Building Safety office operates under the authority and direction of the Delaware County Board of Commissioners. This Board consists of three (3) Commissioners elected by the county residents.

1.2 Purposes and Desired Outcomes of the Request for Proposal

Delaware County Building Safety is issuing this Request for Proposals (RFP) to solicit proposals from Offerors (the term “Offeror” is used herein to refer to prospective contractors and may be used interchangeably with the term “Contractor” herein) for residential and non-residential inspection services including, but not limited to the following inspection types: footing, foundation, structural, insulation, occupancy, electrical, heating, air conditioning, venting and gas piping. The contract shall also include residential and non-residential plan review services.

The contract shall be valid for one (1) year.

2.0 Calendar of Events and RFP Communications

2.1 Calendar

Advertisement of RFP	January 17, 2024
Offerors Conference	January 23, 2024
Deadline for Submitting Questions	January 26, 2024
Proposal Due Date	February 2, 2024
Estimated Notice of Award	February 9, 2024

2.2 RFP Submittal Process

All proposals are to be delivered before **3:00 p.m., local time, on Friday, February 2, 2024**, to:

Delaware County Commissioners’ Office
91 North Sandusky Street
Delaware, Ohio 43015

Delaware County will not accept any proposals received after the date/time stated above, and shall request Offeror to make arrangements to retrieve late proposals. Delaware County shall not bear the responsibility for proposals delivered past the stated date or time, or to an incorrect address by Offeror’s personnel or by the Offeror’s outside carrier. Offerors must submit one (1) completed and signed original and five (5) copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents, and only names of Offerors will be read aloud. Proposals shall be submitted in a

sealed, opaque envelope or box marked “Proposal Enclosed for RFP – Building Inspection Services.”

Any proposals submitted to Delaware County, Ohio are to be prepared at the Offeror’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the Offeror and Delaware County. Delaware County shall have no liability whatsoever to any Offeror whose proposal is not accepted.

IT IS ABSOLUTELY ESSENTIAL THAT OFFERORS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL PROPOSALS. ONCE OPENED, PROPOSALS CANNOT BE ALTERED; HOWEVER, DELAWARE COUNTY RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES.

Delaware County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Delaware County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the County. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract. A sample contract is included with this RFP, but an Offeror may submit a proposed contract with its response to the RFP. All proposals shall be valid for a period of 90 days from the submission date, unless withdrawn in writing by the Offeror.

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

All materials submitted and accepted by Delaware County in response to this RFP shall become the property of Delaware County and will be retained by Delaware County in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the proposal are subject to the Ohio Public Records Act unless otherwise exempted by law. The Offeror should note within its proposal whether it considers any part of the proposal as proprietary or trade secret. Delaware County will attempt to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, Delaware County shall have the sole discretion in determining whether any part(s) of the Offerors’ proposals contain information that is exempt from Ohio Public Records law. In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under R.C. 149.43 shall not be available until after the award of the contract, pursuant to R.C. 307.862(C).

2.3 Inquiries/Communications

Delaware County will accept questions regarding the RFP only through the following email address: building@co.delaware.oh.us. All questions and answers will be sent to

those prospective Offerors that attend and register at the Offerors' conference referenced in Section 2.4. The deadline for question submission is Friday, January 26, 2024 at 3:00 p.m.

2.4 Offerors Conference

On Tuesday, January 23, 2024, at 10:00 a.m. Delaware County will host an Offerors Conference at Delaware County Building Safety, 1610 State Route 521, Delaware, Ohio 43015. Offeror attendance is voluntary. Delaware County feels that it is in the best interest of both Offerors and the County that all interested contractors be afforded the opportunity to attend an Offerors Conference to ask questions regarding the scope of this request for proposals. Additionally, Delaware County will compile a list of attendees to be used for future communications regarding the RFP.

2.5 Communication Restrictions

From the release of the RFP until a contractor is selected, Offerors shall only communicate regarding the project in question with Delaware County officials or others working on the project through the email address designated for such purposes. Delaware County reserves the right to disqualify Offerors for unauthorized communication, but Delaware County reserves the right to contact Offerors after receipt of proposals for clarification of any items within the proposal. Delaware County shall open any and all proposals received in a manner that prevents the disclosure of contents of competing offers to competing Offerors.

2.6 Changes to the Request for Proposals by Delaware County

Delaware County may amend specific sections of this RFP at any time during the submission process. Delaware County will furnish amendments to prospective contractors who attended the Offerors Conference. Should Delaware County issue an addendum to this RFP, the submission deadline may be extended, if appropriate, to accommodate changes made to the proposal.

3.0 Services Requirements

The following specifications outline the minimum requirements of the proposed service. They are provided to assist Offerors in understanding the objectives of Delaware County and submitting a thorough response. Proposals received must meet these minimum requirements. Offerors may propose methodologies which meet the "spirit" of the listed requirements, but shall note that the proposed service which meets all, or most closely meets, the specifications will be recommended for award within the listed selection criteria.

The Contractor shall provide the following:

- A. Perform inspection services and plan review services on an as needed basis, as authorized by the Chief Building Official. Contractor shall perform work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- B. Perform the necessary inspections and plan reviews for both residential and commercial construction projects as assigned by the Chief Building Official. On a daily basis, the

Contractor shall provide a report listing the inspections performed for the particular day. The report shall include the date of inspections, type of inspection, total time for each inspection, name of inspector & mileage for each inspection.

- C. Maintain, at its own expense, copies of the necessary codes, standards, equipment, tools and vehicle(s) required for the execution of the services of this Agreement. This shall include the text, electronic file or online access to the current version adopted by the County.
- D. Maintain all certifications necessary for the execution of the services. Any loss of certification shall be communicated immediately to the County and promptly confirmed in writing to the County.
- E. Furnish its own vehicle(s) for transportation. The Contractor's employees providing services hereunder shall, for the life of the agreement, maintain a valid driver's licenses.

The County shall provide the following:

- A. Standard forms necessary for the execution of the services. The County shall establish the necessary procedure for the inspection services.
- B. Issue and/or collect all permits, registrations, fees, etc.
- C. Provide to Contractor clerical services necessary for the processing of the permits.
- D. Provide the list of daily inspections to the Contractor.
- E. Provide conference and meeting facilities for the Contractor to meet with applicants in regards to the work performed by the Contractor.
- F. Secure release of other data held by others necessary for the Contractor to perform their obligations under this Agreement.
- G. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the County. The County shall provide for the appeal mechanism for disputes and complaints.

4.0 Offeror's General Requirements

- 4.1** Identify the cost your company will charge Delaware County for services.
- 4.2** Please state and detail any additional fees/charges that your company will charge the County.
- 4.3** Describe the business structure of your company (corporation, LLC, partnership, etc.).

- 4.4 Identify the key employees in your company, and provide the following information for each:
- A. The employee's official title and responsibilities with your company;
 - B. Employment status: (full-time employee, part-time employee, contract employee, etc.); and
 - C. Length of time he/she has been employed.
 - D. The employee's Ohio Board of Building Standards certifications.
 - E. Length of time he/she has been performing inspections for each certification.

5.0 Proposal Format

In responding to this RFP, offeror must address each of the format requirements detailed in this section. Offerors will submit proposals with tabs inserted to distinguish each section as detailed below.

5.1 Cover Letter

The Cover Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. The Cover Letter shall provide a summary of the services to be provided and the name and telephone number of a contact person with authority to answer questions regarding the proposal. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues. Whenever possible, representatives within Ohio should be used.

5.2 Management and Organization

The Offeror shall describe how it will manage the successful accomplishment of the goals, objectives, and timeline described in this RFP. The Offeror shall list individuals vested with leadership responsibilities for the project, lines of reporting, accountability between Offeror and Delaware County.

Delaware County will award the contract to one or more primary contractor(s), and subcontracting for the primary services is not permitted without the County's written authorization.

5.3 Offeror Profile and Qualifications

- 5.3.1 Offeror will provide a general history, description and status of the company including verification of the company's financial stability.
- 5.3.2 Offeror will provide a report of all pending and completed litigation for the past five (5) years.
- 5.3.3 Offeror will demonstrate its compliance with all requirements of Sections 3.0 and 4.0 of this RFP.
- 5.3.4 Past experience regarding the performance of residential and non-residential inspections

5.4 Affirmative Action

The offeror shall submit information detailing its affirmative action, equal employment, and nondiscrimination policies.

5.5 Conflicts of Interest

No personnel of the contractor may voluntarily acquire personal interest that conflicts with their responsibilities under this contract. Additionally, the contractor will not knowingly permit any public official or public employee who has any responsibility related to this contract or the project to acquire an interest in anything or any entity under the contractor’s control if such an interest would conflict with that official’s or employee’s duties. The contractor will disclose to Delaware County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this contract. The contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this contract, unless Delaware County has determined that, in light of the person interest disclosed, that person’s participation in any such action would not be contrary to the public interest.

Each proposal must include a statement indicating whether the contractor or any people that work on the project through the contractor have a possible conflict of interest, and, if so, the nature of the conflict. Delaware County has the right to reject a proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

5.6 Workers’ Compensation Coverage

The selected contractor shall submit a copy of the certificate proving that the contractor and agents are covered by workers’ compensation, employees’ liability and/or contractor’s insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of the employees and agents. Failure to maintain coverage at any time during the term of the contract shall be deemed a material breach of the contract. Such failure shall deem the contract void in its entirety, and the selected contractor shall not be entitled to any payment pursuant to the contract or otherwise.

5.7 Addenda

There may be addenda to this RFP. If your company desires to receive copies or notices of any such addenda, you must provide the information requested below to Duane Matlack, Delaware County Building Safety, dmatlack@co.delaware.oh.us. Delaware County will send addenda only to those Offerors that provide the requested information by timely e-mail.

RFP	Inspection and Plan Review Services
Company name	_____
Mailing address	_____

Phone number _____
Fax number _____
Contact person _____
E-mail address _____

Send addenda by (check one): Fax
 E-mail

Any alterations to the document made by the offeror may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to Delaware County.

Addenda will also be posted on the Delaware County web site <http://www.co.delaware.oh.us> under the heading “Bids and Notices” in a PDF format.

5.8 Affidavits and Forms

The following affidavits and forms will be required and are included as attachments to this RFP and, by this reference, are incorporated herein:

- a. Non-Collusion Affidavit
- b. Personal Property and Real Estate Tax Affidavit
- c. Certification Regarding Findings for Recovery

5.9 Price

Each Offeror shall submit a proposed all-inclusive price for the services, as well as a proposed payment structure.

5.10 Additional Required Contractual Terms

NOTE: ALL REQUIRED FORMS ARE INCLUDED IN SECTION 7.0 OF THIS DOCUMENT.

5.10.1 Offeror Acknowledgement

By submitting a proposal, the Offeror acknowledges that it has fully and completely read and reviewed this RFP, that it fully and completely understands this RFP, and agrees to be bound by all its terms, requirements and conditions.

The Offeror acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.

5.10.2 Reservation of Rights by County

The County reserves the following rights in relation to any submitted proposal or any contract that results from a proposal submitted pursuant to this RFP:

- A. The County reserves the right to disqualify any proposal that takes exception to or limits the rights of the County under this RFP and/or resulting contract.
- B. The County reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP.

- C. The County reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
- D. The County reserves the right to cancel this RFP at any time.
- E. The County reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
- F. The County reserves the right to select the offeror deemed to be in the best interests of the County, as determined solely by the County and/or its representative, to reject any and/or all proposals, or any portion of any and/or all proposals, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFP and to award the contract in the manner deemed to be in the best interest of the County.

5.10.3 Independent Contractor

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the County, or any other appointing authority of Delaware County, Ohio.

5.10.4 Indemnification

The Contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Delaware County Board of Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contractor's, any subcontractor’s, or any sub-subcontractor’s performance of this Contract, including, but not limited to the performance or actions of the Contractor’s, any subcontractor’s, or any sub-subcontractor’s officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively “Contracted Parties”.) The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay,

settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

- B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

5.10.5 Insurance

The Contractor shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the County current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- C. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the County, with coverage in an amount equal to that required by law and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The County must be named as "Additional Insured" on the policies listed in paragraphs B and C above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the County before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the County within seven (7) calendar days of change.

During the life of the Contract, the County may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the County shall retain any and all such other and further rights and remedies as are available at law or in equity.

5.10.6 **[NOT USED]**

5.10.7 **Damages in the Event of Default**

The County declares and the Contractor acknowledges that the County may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, and conditions of the Contract. The County declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to the County to compensate the County for any damages it incurs as a result of the default. The Contractor agrees that if the County does not give prompt notice of such a failure, that the County has not waived any of its rights or remedies concerning the failure by the Contractor.

5.10.8 **Termination for Cause/Convenience**

A. Termination for Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least on hundred eighty (180) days advance notice, in writing, to the other Party. The Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the County shall be authorized in writing and signed by a quorum of the Board of Commissioners.

5.10.9 **Notices**

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

Contractor:

Email: _____

County:

Duane Matlack

Delaware County Building Safety

1610 State Route 521

Delaware, Ohio 43015

Email: dmatlack@co.delaware.oh.us

5.10.10 **Equal Employment Opportunity**

In fulfilling the obligations and duties of the Contract, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

5.10.11 Drug Free Workplace

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

5.10.12 Findings For Recovery

The Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

5.10.13 Non-Collusion / Conflict of Interest

The Contractor certifies as follows:

- This proposal/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This proposal/Contract is genuine and not collusive or a sham.
- The offeror/Contractor has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal.
- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any offeror or anyone else to put in a sham proposal or that anyone shall refrain from submitting a proposal.
- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the County or anyone interested in this Contract.
- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of said offeror or any other offeror, or to fix any overhead, profit or cost element of such price or that of any other offeror, or to secure any advantage against the County or anyone interested in the proposed contract.
- This proposal/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.

- The offeror/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the offeror/Contractor from entering this Contract.
- The offeror has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the offeror in its general business.
- All statements contained in the proposal are true.
- All statements contained in the Contract are true.

Contractor agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Contractor agrees that it will not employ in any manner a current Delaware County employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the County.

5.10.14 Effect of Acceptance of Bid

Acceptance of delivery of any proposal shall not constitute an agreement between the submitter and the County, and the County shall have no liability whatsoever to any submitter whose proposal is not accepted.

5.10.15 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFP and any proposal submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this RFP control. Conflicts within the RFP documents shall be resolved in the following order of precedence: (1) the Contract, excluding those documents incorporated by reference; (2) any RFP Addenda; (3) the RFP; (4) all other documents forming a part of or incorporated by reference into the Contract.

5.10.16 Headings

Headings in this RFP and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFP and Contract.

5.10.17 Severability

If any provision of this RFP or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFP and Contract shall remain in full force and effect.

5.10.18 Incorporation of RFP into Contract

Any Contract resulting from this RFP shall incorporate the legal notice, this RFP and all of its appendices and attachments and this RFP and all of its appendices and attachments shall be a part of such Contract. Any written addenda issued by the County shall also be incorporated into and become a part of the executed Contract.

5.10.19 Incorporation of Proposals/Appendices

All proposals, appendices, forms, and other documents as completed and submitted to the County by the Contractor may, in the County’s sole discretion, be incorporated into the Contract.

5.10.20 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

5.10.21 Authority to Sign

Any person submitting a proposal pursuant to this RFP and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a proposal and sign this Contract or has been duly authorized by his/her principal to submit a proposal and execute this Contract on such principal’s behalf

5.10.22 Entire Agreement

This RFP (and its appendices and attachments), all written addenda issued by the County, the Contractor’s proposal, all approved documents completed by the Contractor and submitted to the County, and the Contract shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

6.0 Evaluation of the Proposal

This RFP is being conducted in accordance with the procedures for competitive sealed proposals, pursuant to Section 307.862 of the Ohio Revised Code. Delaware County will weigh the factors listed below to determine which offeror submits the proposal determined to be the most advantageous to Delaware County. Proposals will be scored based on allocation of points shown below.

Mandatory Requirements.

Proposals that do not contain all information and documents required in the RFP will be determined to be non-responsive as failing to meet the basic requirements of the RFP.

Competence and ability of the firm or individual to perform the required services as indicated by:

- 1) Technical training, certification and education of personnel. ----- (30 points)
- 2) Experience of the personnel assigned to perform the work. ----- (25 points)
- 3) Description of equipment, facilities, office location.----- (10 points)
- 4) Description of how services have been successfully provided in the past. (15 points)
- 5) References (20 points)

Total Points available: ----- (100 points)

6.1 Evaluation Team

A selection committee established by Delaware County Chief Building Official will evaluate the proposals. The composition will remain consistent for all responses and the selection committee will be responsible for documenting and tabulating the scores for all responses.

6.2 Evaluation Approach

Delaware County shall evaluate all proposals received and rank the offerors based upon the evaluation factors specified above. The Delaware County Building Safety Building Official may select one or multiple offerors with which to hold additional discussions based upon the evaluation factors specified above. Delaware County shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by Delaware County. Based upon a review of the proposals and potential additional discussions with a select offeror, Delaware County shall enter into contract negotiations with the highest ranked offeror. General Counsel for the Delaware County Board of Commissioners shall review the apparent best proposal and contract(s), and both parties must agree to the terms and conditions. Delaware County shall engage in contract negotiations with only one (1) offeror at a time. Failure to agree upon the terms and conditions shall eliminate the proposal from further consideration. Requests by Delaware County for clarification of proposals shall be in writing. Said requests shall not alter the offeror's pricing information contained in its proposal. If negotiations with the highest ranked offeror fail, negotiations with this offeror shall be terminated, and Delaware County may enter into contract negotiations with the next highest ranked offeror. This process may continue until a contract is successfully negotiated.

6.3 Notices

- a. Delaware County 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 Delaware County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority;
- b. Delaware County reserves the right to reject, in whole or in part, any proposal that Delaware County has determined, using the factors and criteria established to evaluate proposals, would not be in the best interest of the county;
- c. Delaware County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.
- d. An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Delaware County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith;
- e. Delaware County may cancel or reissue this RFP if any of the following apply:

- 1) The supplies or services offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
 - 2) The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds for the project;
 - 3) Delaware County determines that award of a contract would not be in the best interest of the county.
- f. Delaware County may award a contract to the offeror whose proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors and criteria developed and set forth in the request for proposals

PERSONAL PROPERTY & REAL ESTATE TAX AFFIDAVIT

STATE OF _____ }
 } SS:
 COUNTY OF _____ }

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

- () Is NOT charged with delinquent personal property or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.
- () Is charged with delinquent personal property taxes and/or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio. The County and Amount of delinquent personal property taxes is listed below and includes total amount and any penalties and interest thereon.

County: _____ Amount: _____

 Affiant

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

NOTARY PUBLIC: _____

My Commission Expires: _____

7.4 Certification Regarding Findings for Recovery

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

Authorized Signature

**AGREEMENT BETWEEN DELAWARE COUNTY, OHIO,
AND _____ FOR INSPECTION AND PLAN REVIEW SERVICES**

This Agreement, made and entered into on _____, by and between Delaware County, Ohio through the Board of County Commissioners (hereinafter referred to as the “County”) and _____ (hereinafter referred to as the “Contractor”).

WHEREAS, the County is occasionally in need of residential and non-residential inspection and plan review services in the county; and

WHEREAS, the Contractor has qualified staff and is willing to provide the inspection and plan review services; and

WHEREAS, the County desires to establish this Agreement with the Contractor to provide the services;

NOW, THEREFORE, the County and the Contractor, in consideration of their mutual covenants, agree as follows:

SECTION I. BASIC SERVICES OF THE CONTRACTOR

- A. The Contractor shall provide inspection and plan review services on an as needed basis, as authorized by the Chief Building Official. Contractor shall perform work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- B. The Contractor shall perform the necessary inspections and plan review for both residential and commercial construction projects as assigned by the Chief Building Official. On a daily basis, the Contractor shall provide a report listing the inspections performed for the particular day. The report shall include the date of inspections, type of inspection, start and end time for each inspection, total time for each inspection, name of inspector & mileage for each inspection.
- C. The Contractor shall maintain, at its own expense, copies of the necessary codes, standards, equipment, tools and vehicle(s) required for the execution of the services of this Agreement. This shall include the text, electronic file or online access to the current version adopted by the County.
- D. The Contractor shall, for the life of the agreement, maintain all certifications necessary for the execution of the services. Any loss of certification shall be communicated immediately to the County and promptly confirmed in writing to the County.
- E. The Contractor shall maintain, at its own expense, professional liability insurance in the amount of One Million Dollars (\$1,000,000).

- F. Throughout the entire term of this Agreement, the Contractor shall maintain, at its own expense, general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of \$2,000,000 and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- G. Throughout the entire term of this Agreement, Contractor agrees to maintain, at its own expense, automobile liability insurance on all vehicles used in connection with this Agreement, with a minimum coverage of Three Hundred Thousand Dollars (\$300,000) per occurrence, and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- H. The Contractor shall provide to the County proof of worker's compensation coverage as required by Ohio law.
- I. The Contractor shall furnish its own vehicle(s) for transportation. The Contractor's employees providing services hereunder shall, for the life of the agreement, maintain a valid driver's licenses.
- J. Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. Contractor shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, and local laws regarding discrimination in employment. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by County, and Contractor may be declared ineligible for future agreements with the County.

SECTION II. COUNTY RESPONSIBILITIES

- A. The County shall furnish to Contractor the standard forms necessary for the execution of the services. The County shall establish the necessary procedure for the inspection and plan review services.
- B. The County shall issue and/or collect all permits, registrations, fees, etc.
- C. The County shall provide to Contractor clerical services necessary for the processing of the permits.
- D. The County shall provide the list of daily inspections to the Contractor.
- E. The County shall provide conference and meeting facilities for the Contractor to meet with applicants in regards to the work performed by the Contractor pursuant to this Agreement.
- F. The County shall use its best effort to secure release of other data held by others necessary for the Contractor to perform their obligations under this Agreement.
- G. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the County. The County shall provide for the appeal mechanism for disputes and complaints.

SECTION III. BASIS OF PAYMENT

- A. The Contractor shall be compensated based upon the following fee schedule:

Inspections	\$___/hour
Plan Reviews	\$___/review

- B. The Contractor shall provide a written statement indicating the total time spent on each inspection and the total number of plan reviews completed.
- C. The Contractor shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall indicate the billing period, the total hours for the billing period, the rate charged and the total amount of the services for the billing period, along with the statement identified in III, B. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The Contractor shall provide any additional supporting documentation upon the County’s request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

SECTION IV. GENERAL CONSIDERATIONS

- A. This Agreement shall be governed by the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

- B. The Contractor shall not assign their responsibilities under this Agreement to third parties without the County's written consent.
- C. This Agreement shall commence upon the date on which the County authorizes the signing of this Agreement and shall be valid for one (1) year.
- D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.
- E. Either party for convenience may terminate this Agreement without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause, provided the other party is given a reasonable opportunity to cure the alleged default.
- F. To the fullest extent permitted by law, the Contractor shall indemnify, keep, save and hold harmless the County, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any act, damage, injury, accident or occurrence of any type arising from the Contractor's performance of this Agreement to the extent caused by Contractor, Contractor's officers, employees, agents, or any other person for whom Contractor is liable. The Contractor shall undertake to defend the County, at Contractor's sole expense, in and from any and all actions, claims, or demands brought against the County by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the County as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney's fees.
- G. No employee of the Contractor shall at any time be considered an agent or employee of the County. The Contractor shall be considered an independent contractor and shall be responsible for the payment of all salary, benefits, insurance, workers compensation, taxes, and withholdings for its employees. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- H. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or any prior, concurrent, or future breach, unless said waiver expressly states an intention to waive another specific term or provision or breach.
- I. Contractor states and agrees that the individual(s) who, on behalf of the Contractor, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of Contractor and are authorized to and have authority to enter this Agreement on

behalf of Contractor and by so signing have authority to bind and do(es) bind Contractor to any and all terms of this Agreement.

- J. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- K. The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- L. This document represents the entire Agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.
- M. Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Delaware County Board of Commissioners:

Contractor:

_____, President

Authorized Signature

Pursuant to Resolution No. 11-137 and
Resolution No. _____

Printed Name

Date: _____

Title

Date

Approved as to form:

General Counsel
Board of Commissioners
Delaware County, Ohio

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

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

George Kaitsa, Delaware County Auditor

P.R. #: _____

Contract #: _____