

REQUEST FOR BIDS FOR PRELIMINARY AND  
FINAL JUDICIAL REPORTS TO SUPPORT TAX  
FORECLOSURES INITIATED BY THE  
DELAWARE COUNTY TREASURER'S OFFICE



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## LEGAL NOTICE TO BIDDERS

### REQUEST FOR BIDS FOR PRELIMINARY AND FINAL JUDICIAL REPORTS TO SUPPORT TAX FORECLOSURES INITIATED BY THE DELAWARE COUNTY TREASURER'S OFFICE

The Delaware County Treasurer (hereinafter "Treasurer"), hereby requests bids for preliminary judicial reports ("PJR") and final judicial reports ("FJR") for use in tax foreclosures initiated by the Treasurer.

Bids will be received by the Treasurer care of Rick Karr, at the Delaware County Treasurer's Office located at 145 North Union Street, Delaware, Ohio 43015, during standard business hours (8:30 a.m. to 4:30 p.m. Monday through Friday) beginning 8:30 a.m. Monday, June 7, 2021 until local time on 12:00 p.m. Thursday, June 10, 2021. Bids received after this date and time shall not be considered and will be returned unopened.

At 2:00 p.m. on June 10, 2021 at the Delaware County Treasurer's Office located at 145 North Union Street, Delaware, Ohio 43015, bids will be publicly opened and read aloud. The time, date, and place of bid openings may be extended to a later date by the Treasurer. Written or oral notice of the change shall be given to all persons who have received or requested a Request for Bids Package ("RFB") not later than ninety-six (96) hours prior to the original time and date fixed for the opening. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

All services shall be provided and performed in accordance with the provisions of the RFB. An RFB containing the terms and conditions of this contract, together with detailed technical specifications and bid documents, can be obtained during standard business hours (8:30 a.m. to 4:30 p.m. Monday through Friday) beginning Wednesday, June 2, 2021 at the Delaware County Treasurer's Office located at 145 North Union Street, Delaware, Ohio 43015, electronically by emailing the Treasurer's Office at [treasurer@co.delaware.oh.us](mailto:treasurer@co.delaware.oh.us), downloading from the County's website <https://co.delaware.oh.us/media-room/bids/> or by calling Rick Karr, at (740) 833-2480.

The term of this contract will be four (4) years, extending from July 1, 2021 through June 30, 2025, with the potential for a mutually agreed extension for a period of one (1) to four (4) additional years.

Bids must be submitted on the forms contained in the RFB; shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein; shall have all blank spaces completed; and shall be enclosed in a sealed opaque envelope addressed and submitted to Rick Karr at Treasurer's Office, 145 North Union Street, Delaware, Ohio 43015. The envelope shall be clearly marked: "Title Work Bid."

The successful bidder shall be required to faithfully perform all things to be done under the contract.

Each bid shall be accompanied by a complete statement of qualifications.

The Treasurer reserves the right to select the bidder deemed to have submitted the lowest and best bid, as determined solely by the Treasurer and/or its representative(s); to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the Treasurer.

In accordance with Ohio Revised Code Section 307.87, this notice shall be advertised in its entirety once a week for not less than two (2) consecutive weeks preceding the day of the opening of bids in a newspaper of general circulation within the County and posted on the County's Internet website (<https://co.delaware.oh.us/media-room/bids/>). This notice is also posted in its entirety on the public notice website established under Ohio Revised Code Section 125.182. The internet address of the public notice web site is: <https://co.delaware.oh.us/media-room/bids/>.

This notice is also posted in its entirety on a bulletin board located in a public place in the Treasurer's office or other suitable public places. Such notice is so posted for at least two (2) weeks preceding the day of the opening of the bids.

## **IMPORTANT NOTE**

By submitting a bid, Bidders will be presumed to be familiar with all the instructions, requirements, and Specifications set forth in this RFB. Bidders are advised to read, understand, and become familiar with the instructions, requirements, and Specifications set forth in this RFB.

## **Section 1 – Definitions**

The following definitions apply to this joint RFB and related documents:

- A. “Bidder” means any person, company, partnership, or firm submitting a bid pursuant to this RFB. Bidder includes the Contractor.
- B. “Treasurer” means the duly elected or appointed Treasurer of Delaware County, Ohio.
- C. “Treasurer Designee” means any individual(s) appointed by the Treasurer to act as the Treasurer’s representative.
- D. “Committee for Review” means the committee composed of the Treasurer, and/or the Treasurer’s Designees authorized to evaluate bid proposals and submit recommendations to the Treasurer.
- E. “Contract” means any contract resulting from this RFB.
- F. “Contracted Parties” collectively means the Contractor, but is not limited to, any of the Contractor’s board members, officers, officials, employees, volunteers, agents, servants, and representatives.
- G. “Contractor” means the successful bidder and holder of a lawful contract to provide PJRs and FJRs. As used in this RFB, “Contractor” also means the employees or representatives of the holder of a lawful contract.
- H. “County” means Delaware County, Ohio.
- I. “Exception” means a Bidder’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in this RFB.
- J. “Final Judicial Report” also known as a FJR means an updated preliminary judicial report (See 1.N.), which updates the state of the record title to the requested real estate from the effective date of the preliminary report through the date of lis pendens and includes a copy of the court’s docket for the case.
- K. “Indemnified Parties” collectively means the Treasurer, County, and all of their respective board, board members, officers, officials, employees, volunteers, agents, servants, and representatives.
- L. “Party” means the Treasurer or Contractor individually.

- M. "Parties" means the Treasurer and Contractor collectively.
- N. "Preliminary Judicial Report" also known as a PJR means a report that meets the requirements of Ohio Revised Code 2329.191(B). Such a report shall contain at least the following:
1. A legal description of each parcel of real estate requested;
  2. The street address of the real estate or, if there is no street address, the name of the street or road upon which the real estate fronts together with the names of the streets or roads immediately to the north and south or east and west of the real estate;
  3. The Treasurer's permanent parcel number or other tax identification number of the real estate;
  4. The name of the owners of record of the real estate requested;
  5. A reference to the volume and page number or instrument number of the recording by which the owners acquired title to the real estate;
  6. A description of the record title to the real estate; however, easements, restrictions, setback lines, declarations, conditions, covenants, reservations, and right-of-way that were filed for record prior to the lien being foreclosed are not required to be included; and
  7. The name and address of each lienholder and the name and address of each lienholder's attorney, if any, as shown on the recorded lien of the lienholder.
- O. "RFB" means this joint request for bids package.
- P. "Services" means collectively the creation of a PJR and the creation of a FJR.

## **Section 2 – Introduction**

### **2.1 Purpose**

It is the purpose and intent of this joint RFB and all materials contained therein that bids be submitted for the creating and providing of preliminary judicial reports and final judicial reports for the Delaware County Treasurer so that such reports may be used in the furtherance of tax foreclosures initiated by the Treasurer.

Contractor shall create and provide PJRs and FJRS to the Treasurer within 2 business days of a request for such documents, with written justification for instances when Contractor cannot provide such documents within 3 business days of request.



## Section 3 – Calendar of Events

### 3.1 Calendar of Events

<b>ACTION</b>	<b>DATE</b>
Dates of Advertisement	6/2/21 – 6/7/21
RFB Issue	<u>6/2/21</u>
Written Questions Due	<u>6/8/21</u>
Answers to Questions Due	<u>6/9/21 @ 12:00 p.m.</u>
Bids Due	<u>6/10/21 @ 12:00 p.m.</u>
Bids Opened	<u>6/10/21 @ 2:00 p.m.</u>
Intent to Award	<u>6/18/21</u>
Contract to Be Executed (Approx.)	<u>6/25/21</u>

### 3.2. Locations

The questions may be emailed to the Treasurer’s Office, via [treasurer@co.delaware.oh.us](mailto:treasurer@co.delaware.oh.us) and the bids are due to and will be publicly opened at 145 North Union Street, Delaware, Ohio 43015 at 2:00 p.m. on June 10, 2021.

## Section 4 – Preliminary Instructions Related to RFB

### 4.1 Obtaining RFB

It is the Bidder's responsibility to obtain a full RFB from the Treasurer.

The RFB containing the terms and conditions of this Contract, together with detailed technical Specifications and bid documents, can be obtained during regular business hours (8:30 a.m. to 4:30 p.m. Monday through Friday) beginning June 2, 2021 via email at [treasure@co.delaware.oh.us](mailto:treasure@co.delaware.oh.us) or online at the Treasurer's internet website <https://co.delaware.oh.us/media-room/bids/>.

### 4.2 Form of Bid Submission

Bids shall be submitted in substantially the following form:

- Three (3) complete signed originals of the bid must be submitted.
- The bid shall be submitted in hard copy.
- The bid shall be submitted on forms contained in this RFB. The forms shall be fully completed in accordance with this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, as well as the address, telephone number, email address, and other contact information for the person, party, or parties submitting the bid.
- The bid and all submitted documents shall be submitted with all blank spaces completed.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- The bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the Bidder.
- The bid shall be enclosed in a sealed opaque envelope addressed and submitted to:

Rick Karr

- The outside of the envelope shall be clearly marked: **“Title Work Bid.”**

### 4.3 Bid Submission

Bids shall be submitted as follows:

- Bids will be received during standard business hours (8:30 a.m. to 4:00 p.m. Monday through Friday) beginning June 8, 2021 until 12:00 p.m. local time on June 10, 2021.
- Bids will be received at and shall be either mailed or delivered to:

Rick Karr

- Mailed bids must be physically received by the Treasurer at or before 12:00 p.m. local time on June 10, 2021. Date mailed and postmarks will not be considered as the date received.
- Bidders are responsible for the timely submission of bids.

#### **4.4 Bid Opening**

Bids will be publicly opened and read aloud at 2:00 p.m. on June 10, 2021 at 145 North Union Street in the Treasurer's Office. The time, date, and place of bid openings may be extended to a later date by the Treasurer. Written or oral notice of the change shall be given to all persons who have received or requested a RFB package not later than ninety-six (96) hours prior to the original time and date fixed for the opening.

All bids shall be considered valid until sixty (60) days after the bid-opening date although not accepted or rejected.

Bids sent by text message, telegram, telephone, email, and/or facsimile will not be accepted.

**NOTE: IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL BIDS. ONCE OPENED, BIDS CANNOT BE ALTERED; HOWEVER, THE TREASURER RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES ONLY.**

## **Section 5 – Communications**

## **5.1 Communication Restrictions**

Except as otherwise provided in this RFB, from the time of release of this RFB until the time a Contractor is selected and a contract is awarded and executed, Bidders shall not communicate with the Treasurer or Treasurer, employee, staff, representative, or agent concerning the RFB. Bidders that attempt any such communications will be disqualified.

For purposes of clarification, the Treasurer collectively reserves the right to contact any person, firm, company, or entity who has submitted a bid after all bids have been publicly opened and read aloud.

## **5.2 Written Questions**

The Treasurer will accept email questions regarding the joint RFB via regular U.S. mail, express carrier, facsimile, or email until 12:00 p.m. June 8, 2021. Questions will be accepted at the following addresses:

### Mail/Express Carrier:

Rick Karr  
Chief Investment Officer  
Delaware County Treasurer's Office  
145 N. Union Street  
Delaware, Ohio 43015

### Email:

[rkarr@co.delaware.oh.us](mailto:rkarr@co.delaware.oh.us) or [treasurer@co.delaware.oh.us](mailto:treasurer@co.delaware.oh.us)

All questions and responses to such questions that are received by 8:30 a.m. on June 8, 2021 will be made available to all who receive and/or take a copy of this RFB by 12:00 p.m. June 9, 2021.

## **5.3 Modification / Amendment / Supplement to RFB**

The Treasurer may modify, amend, or supplement this RFB at any time during the bidding process.

Modification(s), amendment(s), and/or supplement(s) to this RFB will only be by written addendum issued by the Treasurer.

The Treasurer will furnish modification(s), amendment(s), and/or supplement(s) to all prospective bidders who have requested and received a copy of this RFB. Should the Treasurer issue a modification, amendment, and/or supplement, the submission deadline, at the discretion of the Treasurer, may be extended, if appropriate, to accommodate changes in bid content.

#### **5.4 Ownership of Submitted Materials**

All documents and materials submitted to and accepted by the Treasurer in response to this RFB shall become the property of the Treasurer and will be retained and maintained by the Treasurer in accordance with the Ohio Records Retention Act and the Ohio Public Records Act. All submitted documents and materials, including the contents of the bid, may be subject to release/disclosure pursuant to the Ohio Public Records Act (Ohio Revised Code § 149.43).

#### **5.5 Costs of Submission**

Bidders are responsible for any and all costs associated with submitting a bid. The Treasurer is not liable for any costs incurred by Bidders in replying to this joint RFB.

## **Section 6 – Specifications**

### **6.1 Introduction**

The Treasurer seeks to enter into a Contract for the creating and providing of preliminary judicial reports and final judicial reports for the Delaware County Treasurer so that such reports may be used in the furtherance of tax foreclosures initiated by the Treasurer.

### **6.2 Intent**

It is the intent of these Specifications and all materials contained in this RFB to describe and govern the conditions under which work on the Contract described herein shall be conducted and the Contract performed.

### **6.3 Incorporation of Legal Notice**

The Legal Notice to Bidders attached hereto, as advertised by the Treasurer in a newspaper of general circulation within the County, together with all items within this joint RFB, shall be a part of the Specifications for the work to be performed under this Contract and are incorporated herein by reference and/or attachment.

### **6.4 Scope of Project**

Subject to those exception permitted in Section 6.33, the Contractor shall furnish all equipment, labor, and materials necessary to create and provide preliminary judicial reports and final judicial reports for the Delaware County Treasurer.

The awarded contract shall be for the creating and providing of preliminary judicial reports and final judicial reports for the Delaware County Treasurer so that such reports may be used in the furtherance of tax foreclosures initiated by the Treasurer.

### **6.5 Term of Contract**

The term of the Contract shall be for four (4) years, extending from July 1, 2021 through June 30, 2025.

#### **6.5.A. Extension**

There shall be potential for an extension of the Contract for a period of four (4) additional years, upon mutual agreement of the Parties.

#### **6.5.B Cancellation**

The Treasurer shall have the right to collectively cancel the Contract without any further liability or obligation, at any time, with or without cause, provided that the Treasurer

gives the Contractor prior written notice of his intent to cancel at least thirty (30) days before cancellation.

## **6.6 Committee for Review**

The Treasurer, Rick Karr, and Jeff Jordan will form the Committee for Review.

## **6.7 Experience Requirements**

The Treasurer will accept bids only from those persons, firms, or corporations actively engaged, prior to time of bid, in title work, including the creating and providing of PJRs and FJRs within Delaware County for a period of four (4) years prior to the time of bid.

Bidder shall not have failed to fully fulfill any contract with any other government or private entity or agency or falsified any documentation or bid security to any government or private entity or agency. Discovery of either of the above shall be sole and sufficient cause to reject a bid or, if the Contract has been executed, the Treasurer may terminate the Contract. Under such circumstances, the Treasurer reserves any and all rights and remedies as it may have to recover for damages at law or in equity.

The Bidder shall have a high degree of ethics and integrity. The Treasurer reserves the right to investigate any bidder to ensure its ethics and integrity.

## **6.8 Interpretations of RFB**

If any person, firm, or corporation contemplating the submission of a proposal for this Contract is in doubt as to the true meaning of any part of this RFB, he or she may submit to the Treasurer a written request for an interpretation thereof. The person, firm or corporation submitting the request shall be responsible for its prompt delivery. Interpretations will be made only by a Memorandum duly issued by the Treasurer and a copy of such Memorandum will be mailed or delivered to each person securing this RFB, provided that a sufficient period of time is available for the issuance and the delivery of such Memorandum prior to the receipt of bids. The Treasurer will not be responsible for any other explanations of this RFB made prior to the receipt of bids.

## **6.9 Description of Services**

The Contractor shall create and provide preliminary judicial reports and final judicial reports for the Delaware County Treasurer so that such reports may be used in the furtherance of tax foreclosures initiated by the Treasurer. Such reports shall be furnished to the Delaware County Prosecutor's Office within 2 days of the request for such reports.

## **6.10 Bid Proposal Form**

Bidders shall use the Bid Proposal Form provided by the Treasurer, with all blank spaces completed, which is attached hereto and incorporated herein.

### **6.10.A Signatures**

Each bid shall contain the full name of the person, firm, or corporation submitting the bid, and shall be signed by that person, or by an authorized representative of the firm or corporation.

#### **6.10.B Address**

Each bid proposal shall be enclosed in a sealed opaque envelope addressed and submitted to: Treasurer's Office, 145 North Union Street, Delaware, Ohio 43015

#### **6.10.C Label**

Each bid proposal shall be clearly marked on the outside of the envelope: "Title Work Bid."

#### **6.11 Bid Price**

Each Bidder must submit bid prices for the provision of services as described in Section 6.29 of this RFB. Each bid price shall be calculated on a cost per report basis however the Bidder determines the cost of its reports. Each bid shall include the cost of all labor and materials (including equipment and supplies) necessary to complete the work set forth in this joint RFB.

#### **6.12 Statement of Qualifications**

Each bid proposal shall be accompanied by a complete Statement of Qualifications set forth on the form which is attached hereto and incorporated herein. The Bidder shall show on the Statement of Qualifications information, including not less than the following:

(a) A summary of the title work performed by the Bidder, specifically detailing the experience the Bidder has with providing PJRs and FJRs. Further, the Bidder shall detail the average turnaround time on such requests.

#### **6.13 Investigation**

The Treasurer may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Treasurer all such information and data for this purpose as the Treasurer may request. The Treasurer collectively reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Treasurer that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

#### **6.14 Non-Collusion Affidavit**

Each bid proposal shall be accompanied by a notarized and fully executed Non-Collusion Affidavit in the form attached hereto and incorporated herein.



### **6.15 Personal Property Tax Affidavit**

Each bid proposal shall be accompanied by a notarized Affidavit which attests that the Bidder is not charged with any delinquent personal property taxes on the general tax list of the personal property of Delaware County, Ohio or that the Bidder is charged with delinquent personal property taxes on any such tax list, setting forth the amount of such due and unpaid taxes and any due and unpaid penalties and interest thereon.

### **6.16 Equal Opportunity Employer**

Each bidder shall be an equal opportunity employer. Each bid proposal shall thus be accompanied by an Affidavit which attests that the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sexual orientation, or physical or mental handicap. Said Affidavit is included in the form attached hereto and incorporated herein.

### **6.17 Certification/Affidavit in Compliance with O.R.C. Section 3517.13**

The successful Bidder will be required to certify compliance with Section 3517.13 of the Ohio Revised Code (contributions to office holders and/or campaign committee). Certification shall be made by completing the “Certification/Affidavit in Compliance with O.R.C. Section 3517.13” form attached hereto and incorporated herein.

### **6.18 Completed Forms**

Each bidder must complete and submit all applicable affidavits and forms included in this RFB. The failure of a bidder to submit fully executed copies of all applicable documents shall be grounds for rejection of the bid proposal.

### **6.19 Taxes**

The Treasurer is generally exempt from State and Federal taxes. Prices shall not include taxes. If taxes of any kind are applicable, they shall be listed separately on the bid form or in an attachment. Exemption forms, when required, will be executed by the Treasurer. The Treasurer shall, upon request, supply the Contractor with any required proof of such exemption. Should the Treasurer be subject to any taxes, the Contractor will include all applicable taxes in bid prices less all discounts and refunds.

### **6.20 Clerical Mistakes in Bid**

In the case of a price bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a bidder in preparing its bid proposal, as opposed to a judgment mistake, the Treasurer may, prior to award of bid, reject such a proposal upon presentation of a petition from the Bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake

and not a mistake of judgment. The petition must be made in writing and filed with Rick Karr at 145 North Union Street, Delaware, Ohio 43015 within two (2) business days after the bid opening.

## **6.21 Bid Opening**

The bids shall be opened at the time and place named in the advertised Legal Notice to Bidders unless extended by the Treasurer or unless, within ninety-six (96) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays, any modification of the contents of the RFB is issued and mailed or otherwise furnished to persons who have obtained the RFB, in which case the time for opening of bids shall be extended one (1) week, with no further advertising of bids required. Extensions by the Treasurer shall occur by resolution passed prior to the time named for bid opening in the advertised Legal Notice to Bidders, or prior to the time named in the last prior extension resolution, and may be for such period(s) as determined by the Treasurer with no further advertising of bids required.

### **6.21.A Validity of Bid**

All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

## **6.22 Selection of Bid**

The Treasurer reserves the right to select the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Treasurer and/or his representative(s); to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the Treasurer and County.

## **6.23 Method of Compensation**

The selected Contractor shall receive payment by directly billing the price of each judicial report requested.

### **6.23.A Modification of Rates**

The Contractor shall not modify rates during the four (4) year Contract period, whichever is agreed upon. The bid price may be renegotiated for the optional extension for a period of up to four (4) years.

## **6.24 Findings for Recovery**

The successful Bidder must warrant that it does not have and/or is not subject to any findings for recovery with the State of Ohio, in accordance with Section 9.24 of the Ohio Revised Code.

## **6.25 Non-Assignment**

The selected Contractor cannot assign this Contract without the prior and collective consent of the Treasurer.

### **6.26 Exceptions to Specifications**

The purpose of these Specifications is not to exclude any vendor, but to establish a standard of performance. Deviations from the Specifications, except in minor respects, shall be cause for rejection of the entire bid.

Bidders must indicate exceptions to or deviations from the Specifications, if any, on the page entitled "Exceptions" (See Appendix A). If additional space is needed to explain the exceptions or deviations, additional 8 ½ x 11 sheets of white paper may be attached to the bid for this purpose.

Exceptions and deviations shall be described in full detail. Exceptions or deviations shall reference the paragraph and page of these Specifications where the excepted specification appears. Drawings, photographs, and technical information about the exception or deviation and any substituted service shall be included with the bid.

The exceptions and deviations will be considered as a part of the evaluations of the bids. Decisions concerning exceptions are within the sole discretion of the Treasurer and shall be final.

Bids taking total or near-total exception to these Specifications will not be accepted.

### **6.27 Reports Required; Number of Reports Expected**

Based on the current number of delinquent parcels in Delaware County it is estimated that the Treasurer will request 100 PJRs and FJRs per year. This count is presented by the Treasurer as a general indication of the scope of the Contract, and it is submitted in good faith upon the basis of information available to the Treasurer. The Treasurer makes no representation as to the reliability of this number, no guarantee of such number is made by the Treasurer, and the Treasurer shall not be liable upon any basis if such estimate proves inaccurate. However, the bid price computation for the services to be rendered under this Contract shall be based on this estimate.

### **6.28 Service Rights**

Except as otherwise provided in this RFB, the Contractor shall be the exclusive provider to the Treasurer of the services described in this RFB and rendered under this Contract. No person, firm, or corporation, other than the Contractor authorized by the Treasurer, shall provide such services.

### **6.29 Service Time**

The turnaround time for requested PJRs and FJRs shall be 2 business days. Exceptions may be made to such timeframe upon written request by the Contractor stating the reason for delay.

### **6.30 Insurance and Indemnification**

The Contractor shall secure, pay for, and maintain until completion of the Contract (including any extension) such insurance and shall indemnify the Treasurer and the County as provided in Sections 9.4 and 9.5 of this RFB.

### **6.31 Strike or Failure to Perform**

A strike or other work stoppage will not relieve the Contractor from any of the obligations imposed by the Contract herein. In the event of a strike by, or which affects, the employees of the Contractor, or failure of the Contractor for any reason to perform according to the conditions of this Contract, the Treasurer may, but is not obligated to, make arrangements to procure necessary PJRs and FJRs.

### **6.32 Financial Statements of Bidders**

All submitted bids shall include the financial statements of the bidder/company for the past one (1) year. "Financial Statements" include the balance sheet, income statement, and cash flow statement.

## **Section 7 – Proposal Submission**

In responding to this joint RFB, Bidders must comply with each of the format and submission requirements detailed in this section.

### **7.1 Number of Copies**

Three (3) complete signed originals of the bid must be submitted;

### **7.2 Form of Bid Submission**

Bids shall be submitted in substantially the following form:

- The bid shall be submitted in hard copy.
- The bid shall be submitted on forms contained in this RFB. The forms shall be fully completed in accordance with this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, as well as the address, telephone number, email address, and other contact information for the person, party, or parties submitting the bid.
- The bid and all submitted documents shall be submitted with all blank spaces completed.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- The bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the Bidder.
- Bids shall include the information satisfying and/or addressing the Specifications contained in this RFB.
- Each bid shall contain the bid price as provided for in Section 6.12 of this RFB.
- The Bidder must complete and submit all affidavits and forms included in this RFB, including the following:
  - Fully executed and notarized Non-Collusion Affidavit;
  - Fully executed and notarized personal property tax affidavit (Not Delinquent or Delinquent as applicable);
  - If the Contractor is a corporation, a notarized and fully executed affidavit indicating that the person that signs the bid and the Contract is authorized to sign on behalf of the corporation and bind the corporation;
  - Fully executed Non-Discrimination Clause;
  - Fully executed and notarized “Certification/Affidavit in Compliance with O.R.C. Section 3517.13”;
  - Any other form required by this RFB.

All affidavits and forms referenced above are attached hereto and by this reference incorporated into this RFB and Contract.

- The Bidder must submit a completed W9 form.
- The bid shall be enclosed in a sealed opaque envelope addressed and submitted to:

Rick Karr

- The outside of the envelope shall be clearly marked: “Title Work Bid.”

### **7.3 Bid Submission**

Bids shall be submitted as follows:

- Bids will be received during standard business hours (8:30 a.m. to 4:30 p.m. Monday through Friday) beginning June 8, 2021 until 12:00 p.m. local time on June 10, 2021.
- Bids received after this time and date shall not be considered and will be returned unopened.
- Bids will be received at and shall be either mailed or delivered to:

Rick Karr, Treasurer’s Office, 145 North Union Street, Delaware, Ohio 43015

- Mailed bids must be physically received by the Treasurer at or before 12:00 p.m. local time on June 10, 2021. Date mailed and postmarks will not be considered as the date received.
- Bidders are responsible for the timely submission of bids.

### **7.4 Bid Price**

The bid price shall be as provided in Section 6.12 of this RFB.

### **7.5 Organization of Bid**

Bids shall be organized in the following sections. The sequence of the sections shall be the same as the sequence of the sections in the list below.

#### **A. Cover Letter**

The cover letter shall meet the following requirements:

- Be in the form of a standard business letter.
- Contain a statement guaranteeing the validity of the bid for a period of no less than sixty (60) days after bid opening date although not accepted or rejected.
- Contain a statement certifying Bidder’s compliance with the minimum Contractor qualifications as provided in this RFB.
- Be signed by an individual authorized to legally bind the Bidder.
- Contain the name, address, telephone number, facsimile number, and email address of:

1. A contact person with authority to answer questions regarding the bid.
2. A contact person to be notified regarding legal/contractual issues.

## **B. Bid Form**

The fully completed Bid Form as contained in this RFB shall accompany this bid. Included on the bid form or, if necessary, on an attached 8 ½ x 11 sheet of white paper, shall be the following:

- Bidder contact information
- Bid price as provided in Section 6.12 of this RFB.
- History of the Bidder.
- As much detail as possible about the Bidder's capabilities.
- As much detail as possible about the Bidder's experience relating to the Specifications contained in this RFB.
- Bidders' qualifications and certifications.

## **C. "Exceptions" page (If Applicable)**

## **D. RFB**

A complete copy of the RFB with all blanks completed shall accompany the bid.

## **E. Forms**

The following forms attached to and/or required by this RFB shall accompany the bid:

- Affidavit of Authority to Sign on Behalf of the Principal ("Contract Affidavit");
- Non-Discrimination Form;
- Personal Property Tax Affidavit (No Tax Owed or Tax Owed);
- Non-Collusion Affidavit;
- Certification/Affidavit in Compliance with O.R.C. Section 3517.13;
- Any other form required by this RFB.

All forms shall be fully completed. All above referenced affidavits and forms are attached to this RFB and by this reference incorporated into this RFB and the Contract.

## **G. Required Documents**

The following documents shall accompany the bid:

- Completed W-9;
- Any other documents required by this RFB

All documents referenced above shall be furnished by the Bidder. By this reference the above documents are incorporated into this RFB and the Contract.

## **H. Additional Information**

Any additional information or attachments pertinent to the Contractor's bid not included under one of the required sections listed above.

### **7.6 Failure to Submit Required Documents**

The failure of a Bidder to submit any information, affidavits, forms, or other documents required by this RFB and/or if any such affidavits, forms, or other documents are not fully completed, this may result in rejection of the entire bid.

## **Section 8 – Evaluation of Bids and Award**



## **8.1 Committee for Review**

The Delaware County Treasurer will form the Committee for Review. Following the submission of bids, the Committee will each submit the committee's mutually agreed final recommendation to the Treasurer for review and evaluation. The Treasurer will ultimately be responsible for selecting the winning bid.

## **8.2 Evaluation**

Evaluation of responses to this RFB will consist of the following three (3) phases:

Phase I: Verification of compliance by a Bidder to the minimum technical requirements of the RFB.

Phase II: Evaluate the contents and merits of the bids.

Phase III: Selection by the Treasurer.

The Treasurer reserves the right to supplement or change the evaluation process or selection criteria.

### **8.2.A Phase I – Evaluation of Minimum Technical Requirements**

The first phase of the evaluation process consists of a review of all bids received to ensure that each bid meets the minimum technical requirements contained in this RFB, including, but not limited to, those identified below:

1. The Bidder must submit four (4) complete signed originals of the bid by the bid submittal deadline.
2. The Bidder must sign the bid in accordance with this RFB.
3. The bid must include the documents, forms, and information as specified in this RFB and such documents, forms, and information must be completed.
4. The Bidder must comply with all other minimum technical requirements contained in this RFB.

Bids that have been determined not to have met one or more of the mandatory minimum technical requirements will be excluded from any further consideration.

### **8.2.B Phase II – Evaluation of Contents, Merits, and Requirements**

The second phase of the evaluation process will only include those bids meeting the minimum technical requirements as provided in Section 8.2.A above (i.e. passing Phase I of the evaluation process). Such bids will be evaluated based on, but not limited to:

- The contents of the bid;
- The merits of the bid;
- The experience of the Bidder;
- The ability of the Bidder to provide the Services;
- The ability of the Bidder to act timely in providing the Services;
- The ability of the Bidder to comply with the requirements of the RFB;  
and
- The dollar amount of the bid.

Bidders submitting bids may be requested to make a presentation to the Treasurer to explain the bid and to answer any questions. These discussions will be with the Bidders deemed fully qualified and best suited among those submitting bids on the basis of the factors listed above.

Bids will be ranked according to the lowest and best. Based on such ranking, a recommendation will be made to the Treasurer.

### **8.2.C Phase III - Selection by Treasurer**

The Treasurer shall award the Contract to the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Treasurer and/or his representative(s). The Treasurer reserves the right to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB, and to award a contract in the manner deemed to be in the best interest of the Treasurer and Delaware County, Ohio.

### **8.3 Award**

The Contract will be awarded as follows:

- A. Except as otherwise provided in this RFB/Contract, ALL BIDS OPENED SHALL BE FINAL. There shall be no oral interpretations of Bid Proposals from the floor.
- B. Upon review of the bids, the Treasurer shall either: (a) reject any or all bids or any portion of any or all bids; or (b) award the Contract to the lowest and best Bidder as determined by the Treasurer and/or his representative(s). In making such determination, and in the event of a discrepancy, the correct total of the prices reflected on the Proposal shall govern over the total cost as stated by the bidder. Such contract shall be in writing. The Contract shall be in the form included in this RFB.
- C. The Treasurer reserves the right to select the Bidder deemed to be the lowest and best Bidder, as determined solely by the Treasurer, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not

affect the substance of the Specifications and contents of the RFB, and to award the bid in the manner deemed to be in the best interest of the Treasurer and County.

- D. The Treasurer reserves the right to consider all elements entering into the question of determining the qualifications and responsibility of the Bidder, his or her agent(s), or representative(s). Any bid proposal which, in the judgment of the Treasurer, is incomplete, conditional, obscure, or which contains irregularities that affect the substance of the Specifications and contents of the RFB, may be rejected. The Treasurer reserves the right to reject any and all bid proposals, to waive irregularities that do not affect the substance of the Specifications, and to make the award in the best interests of the Treasurer.
- E. The Contract shall be in writing.
- F. The Contract shall be in the form included in this RFB.

#### **8.4 Investigation**

The Treasurer or Committee for Review may make such investigations as deemed necessary by the Treasurer to determine the ability of the Bidder to perform the work required by this RFB and the Contract.

#### **8.5 Mathematical Error**

In the case of a bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a Bidder in preparing its bid, as opposed to a judgment mistake, the Treasurer may, prior to award of a contract, reject such a bid upon presentation of a petition from the Bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with the Treasurer within two (2) business days after the bid opening.

## **Section 9 – Terms and Conditions**

### **9.1 Contractor Acknowledgement**

By submitting a bid, the Bidder makes the following acknowledgements:

- The Bidder acknowledges that the Bidder has fully and completely read and reviewed this RFB, that the Bidder fully and completely understands this RFB, and the Bidder agrees to be bound by all its terms, requirements, and conditions.
- The Bidder acknowledges and understands that the Contract is not valid until it has been approved by the Treasurer and all other necessary and applicable persons, entities, or Parties.

## **9.2 Reservation of Rights**

The Treasurer reserves the following rights in relation to any submitted bid and/or the Contract:

- A. The right to disqualify any bid that takes Exception to or limits the rights of the Treasurer.
- B. To refuse any bid not properly submitted in accordance with the requirements of this RFB.
- C. To reject bids submitted with incomplete bid documents or forms.
- D. To reject the selected bid and/or other bids at any time prior to execution of the Contract.
- E. The right to cancel this RFB at any time.
- F. To reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract.
- G. The Treasurer shall award the Contract to the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Treasurer and/or his representative(s). The Treasurer reserves the right to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the Treasurer and Delaware County, Ohio.

## **9.3 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 Treasurer or Delaware County, Ohio. The Contractor shall be responsible for payment of all employment-related taxes, employee benefits, and Worker's Compensation premiums.

Additionally, Contractor and its employees are not entitled to any benefits of the Ohio Public Employees Retirement System ("OPERS"). Pursuant to Section 145.038 of the Ohio Revised Code, if the selected Contractor is an entity with fewer than five (5) individual employees, the Treasurer shall require the Contractor to acknowledge, in writing on a form provided by OPERS,

that the Contractor has been informed that the Treasurer does not consider the Contractor a public employee and that no contributions will be made to the OPERS for the services provided under this Contract (see form provided in Appendix C).

## **9.4 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 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 Contracted Parties' performance of this Contract or the Contracted Parties' actions, inactions, or omissions. 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.

## **9.5 Damages in the Event of Default**

The Treasurer declares and the Contractor acknowledges that the Treasurer may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, specifications, and conditions of the Contract. The Treasurer 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 Treasurer to compensate the Treasurer for any damages incurred as a result of the default. The Contractor agrees that if the Treasurer does not give prompt notice of such a failure, that the Treasurer has not waived any of his rights or remedies concerning the failure by the Contractor.

In the event of default by the Contractor, the Treasurer may procure the Services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

## **9.6 Termination**

### **9.6.A 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.

#### **9.6.B 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 Treasurer shall be authorized in writing and signed by the Treasurer.

#### **9.7 Licenses**

The Contractor certifies and warrants that it has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively “Licenses”) necessary to provide all of the Services required pursuant to this Contract and to conduct business in the state of Ohio. The Contractor further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

#### **9.8 Subcontracting**

The Contractor shall not sub-contract any portion of this Contract.

#### **9.9 Assignment**

The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or its right to execute it or its right, title, or interest to it or any part thereof, or assign any of the moneys due or to become due under the Contract, without the prior written consent of the Treasurer.

#### **9.10 Inspection and Maintenance of Records and Work Papers/Audit**

At any time during regular business hours, with reasonable notice and as often as the Treasurer or his representatives may deem necessary, the Contractor shall make available to any or all of the above named parties or their authorized representatives, all subcontracts, invoices, receipts,

payrolls, personnel records, reports, documents, and all other information or data relating to all matters covered by this Contract. The Treasurer or his representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings, and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

**9.11 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, confirmation of receipt required, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date received:

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

**Treasurer:**

Rick Karr  
Chief Investment Officer  
Delaware County Treasurer

**9.12 Equal Employment Opportunity**

In fulfilling the obligations and duties of the Contract, the Contractor shall comply with all federal, state, and/or local non-discrimination laws.

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, handicap, 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 above 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, state, and local 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.

### **9.13 Drug Free Environment**

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug-free environment 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.

### **9.14 Findings for Recovery**

In accordance with Section 6.25 of this RFB, the Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

### **9.15 Campaign Finance Certification**

Ohio Revised Code Section 3517.13 that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars (\$10,000.00) in a calendar year or services with a cost aggregating more than ten thousand dollars (\$10,000.00) in a calendar year to a corporation, business trust, individual, partnership, or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Ohio Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the Contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I) and (J) are in compliance with the aforementioned provisions. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the bid will result in the bid being deemed non-responsive and disqualified from receiving further consideration. Such certification is by this reference made a part of this Contract.



## **9.16 Non-Collusion**

The Bidder/Contractor certifies as follows:

- This bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This bid/Contract is genuine and not collusive or a sham.
- The Bidder/Contractor has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other person or entity concerning or regarding this Contract.
- The Bidder/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 Treasurer or County or anyone interested in this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such bid price or that of any other Bidder, or to secure any advantage against the Treasurer or County or anyone interested in the proposed contract.
- This bid/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 Bidder/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Bidder/Contractor from entering this Contract.
- The Bidder has not, directly or indirectly, submitted its bid price or any break-down 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 Bidder in its general business.
- All statements contained in the bid are true.
- All statements contained in the Contract are true.

## **9.17 Conflict of Interest**

The Contractor agrees that no agent, officer, or employee of the Treasurer during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

The Contractor agrees that it will not employ in any manner the Treasurer or employee for a minimum period of one (1) year from the expiration or termination of this Contract.

No personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under the Contract.

The Contractor will not knowingly permit any public official or public employee who has any responsibilities related to the Contract 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 the Treasurer knowledge of any such person who acquires an incompatible or conflicting personal interest related to the Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under the Contract, unless the Treasurer has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each bid must include a statement indicating whether the Bidder or any person(s) that work for the Bidder in relation to the Contract have a possible conflict of interest (e.g., employed by the State of Ohio; Delaware County, Ohio; the Treasurer; work on a related contract; or participation in the development of the Specifications or requirements for this RFB) and, if so, the nature of that conflict. The Treasurer has the right to reject a bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

### **9.18 Conflicts of Terms, Conditions, or Provisions**

To the extent that the terms, conditions, or provisions of this RFB/Contract and any bid submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this RFB/Contract control.

### **9.19 Headings**

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

### **9.20 Severability**

If any provision of this RFB/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 RFB/Contract shall remain in full force and effect.

### **9.21 Incorporation of RFB into Contract**

The legal notice, this RFB, and all of its appendixes and attachments, any addenda, modification, or supplement to the RFB, and the Contractor's bid are by this reference incorporated into the Contract.

### **9.22 Incorporation of Appendixes**

All appendixes, forms, and other documents as completed by the Contractor and contained in and/or referenced in this RFB are hereby incorporated into this RFB and the Contract.

### **9.23 Governing Law**

This RFB/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 RFB/Contract shall be filed in and heard before the courts of Delaware County, Ohio.

### **9.24 Authority to Sign**

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

### **9.25 Entire Agreement**

The legal notice, this RFB and all of its appendixes and attachments, any addenda, modification, or supplements to the RFB, and the Contractor's bid shall constitute the entire understanding and agreement between the Treasurer 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.