

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD AUGUST 19, 2010

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 10-1091

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 16, 2010:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 16, 2010; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 10-1092

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS THANKING J.R. SOULSBY AND ACCEPTING HIS DONATION TO THE DELAWARE COUNTY DOG SHELTER:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, J.R. Soulsby, a young Delaware County resident, recently held a lemonade stand; and

WHEREAS, J.R. loves dogs and wanted to help the dogs at the Delaware County Dog Shelter; and

WHEREAS, J.R. has graciously presented the Delaware County Dog Shelter with \$14.00, half of the hard earned money from his lemonade stand; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept J.R. Soulsby's donation and offer thanks for his generous support of the Delaware County Dog Shelter; and

WHEREAS, Commissioner Hanks, Commissioner O'Brien and Commissioner Thompson recognize that J.R. is a shining example of Delaware County's fine citizens' charitable spirit;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts J.R. Soulsby's donation of \$14.00 to the Delaware County Dog Shelter and thanks J.R. Soulsby for his thoughtful generosity and his commitment to the care of dogs in Delaware County.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1093

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0818:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0818 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1005495	DELL MARKETING	11 DELL LAPTOP	22311611 - 5260	\$11,505.23	0001
R1005495	DELL MARKETING	11 KEYBOARD MOUSE	22311611 - 5250	\$858.77	0002

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R1005581	ATEL INC	LABORATORY INFORMATION MANAGEMENT SYSTEM	66211903 - 5320	\$5,000.00	0001
R1005581	ATEL INC	LABORATORY INFORMATION MANAGEMENT SYSTEM	66211904 - 5320	\$5,000.00	0002
R1005641	CORNELL ABRAXAS	RESIDENTIAL TREATMENT	22511607-5342	\$39,000.00	0001

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-1094**IN THE MATTER OF APPROVING PURCHASE ORDER:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Purchase Order as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1005688	DISPATCH PRINTING COMPANY, THE	FAIR AD	21011113 - 5312	\$200.00	0001

Vote On Motion Mr. Thompson Aye Mr. O'Brien Nay Mr. Hanks Aye

RESOLUTION NO. 10-1095

**IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING DATE AND TIME FOR THE
REQUEST FOR BIDS FOR A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE
DELAWARE COUNTY RECORDER'S OFFICE:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Recorder recommends and approves the Specifications and The Request For Bids For A Comprehensive Recording Software Solution For The Delaware County Recorder's Office;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves Specifications and The Request For Bids For A Comprehensive Recording Software Solution For The Delaware County Recorder's Office.

**REQUEST FOR BIDS
BY THE
BOARD OF COUNTY COMMISSIONERS,
DELAWARE COUNTY, OHIO
AND
DELAWARE COUNTY RECORDER,
DELAWARE COUNTY, OHIO
FOR A
COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY
RECORDER'S OFFICE**

**Andrew O. Brenner
Delaware County Recorder
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015
(740) 833-2460
Fax (740) 833-2459
abrenner@co.delaware.oh.us**

**Legal Notice of Request for Bids
for a Comprehensive Recording Software Solution
for the Delaware County Recorder's Office**

Bids will be received by the Board of County Commissioners, Delaware County, Ohio (hereinafter "Board") and the Delaware County Recorder, Delaware County, Ohio (hereinafter "Recorder") (hereinafter Board and Recorder collectively "County") c/o Andrew O. Brenner, Delaware County Recorder, during standard business hours (8:30 a.m. to 4:30 p.m. Monday through Friday) beginning, August 23, 2010 until 4:30 p.m. local time on September 13, 2010 at the Delaware County Recorder's Office (hereinafter "Recorder's Office") located at 140

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North Sandusky Street, 1st Floor, Delaware, Ohio 43015 for a comprehensive recording software solution for the Delaware County Recorder's Office. Bids received after this time and date shall not be considered and will be returned unopened. At 4:30 p.m. on September 14, 2010 at the Delaware County Commissioner's Meeting Room located at 101 North Sandusky Street, Delaware, Ohio 43015 bids will be publicly opened and read aloud. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

The Recorder's Office is responsible for recording, indexing, and maintaining land records for Delaware County, Ohio. To efficiently perform these and other related functions, the Recorder's Office utilizes a comprehensive recording software application (hereafter "Application"). Specifically, the Application electronically records, indexes, and images land records. The Application also performs cashiering functions and produces certain financial and statistical reports. The County seeks a single contractor to enter into a contract pursuant to which the contractor will furnish a comprehensive recording software solution ("Software") to perform these and other functions for the Recorder's Office in accordance with the detailed specifications contained within the Request for Bids Package (hereinafter "RFB").

An 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) until 4:30 p.m. local time on September 7, 2010 at the Recorder's Office located at 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015, at the Board Offices, located at 101 North Sandusky Street, Delaware, Ohio 43015, or by contacting Andrew O. Brenner, Delaware County Recorder, at (740) 833-2460 or abrenner@co.delaware.oh.us.

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, and shall be enclosed in sealed opaque envelopes addressed and submitted to Andrew O. Brenner, Delaware County Recorder, Delaware County Recorder's Office, 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015 and be marked: "Response to RFB for a Comprehensive Recording Software Solution for the Delaware County Recorder's Office"

Each bidder is required to furnish with its bid, bid security in accordance with Section 307.88 and 153.54, et seq., of the Ohio Revised Code. The bid security shall be a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in an amount equal to five percent (5%) of the total price bid, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the RFB and the bid. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All bid security shall be in favor of the Board of County Commissioners, Delaware County, Ohio.

A performance bond in the full amount of the contract shall be required from the successful bidder. Said bond(s) shall be in the name of the Board of County Commissioners, Delaware County, Ohio, be furnished within ten (10) days from the date of the award, and be in accordance with Section 153.54, et seq., of the Ohio Revised Code. Performance bond(s) shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

The County requires that the installation and testing of the Software and all conversion and training be completed by no later than November 15, 2010. If these requirements are not fully met and completed by November 15, 2010, the successful bidder will be required to pay liquidated damages in the amount of \$200.00 dollars per day for each day's delay as specified in the RFB.

A discretionary pre-bid meeting will take place at 4:00 p.m. on September 1, 2010. The meeting will be held at the Delaware County Recorder's Office, 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015.

The successful bidder cannot assign this contract.

Each prospective bidder shall be an equal opportunity employer.

To be eligible for consideration of award, a bidder must not have a disqualifying unresolved finding for recovery, as provided in Ohio Revised Code Section 9.24.

Per Ohio Revised Code Section 2909.33, the successful bidder will be required to certify that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Certification shall be made by completing a "Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization" form.

The successful bidder will also be required to certify compliance with Ohio Revised Code Section 3517.13 (contributions to office holders and/or campaign committee.) Certification shall be made by completing a "Certification/Affidavit in Compliance with O.R.C. Section 3517.13."

The County reserves the right to select the bidder deemed to be the lowest and best bidder, as determined

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solely by the County 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 County and Delaware County, Ohio.

By Resolution of:

Board of County Commissioners,
Delaware County, Ohio
101 North Sandusky Street
Delaware, Ohio 43015

Andrew O. Brenner
Delaware County Recorder
Delaware County Recorder's Office
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015
Telephone: (740) 833-2460
Fax: (740) 833-2459
abrenner@co.delaware.oh.us

IMPORTANT NOTE

By submitting an RFB, 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, re-quirements, and specifications set forth in this RFB.

Section 1 – Definitions

1.1 Definitions

The following definitions apply to this 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. "Board" means the Board of County Commissioners, Delaware County, Ohio.
- C. "Board's Offices" means the offices of the Board located at 101 North Sandusky Street, Delaware, Ohio 43015
- D. "Contract" means any contract resulting from this RFB.
- E. "Contracted Parties" means the Contractor, any subcontractor, and any sub-subcontractor and includes, but is not limited to any of the Contractor's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives
- F. "Contractor" means the successful bidder and holder of a lawful contract to provide a comprehensive recording software solution for the Delaware County Recorder's Office. As used in this RFB, "Contractor" also means the board, officers, officials, employees, agents, volunteers, and representatives of the Contractor.
- G. "County" means 1) collectively the Board and the Recorder, and/or 2) Delaware County, Ohio.
- H. "Exception" means a Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFB.
- I. "Indemnified Parties" means the Board, the Recorder, the County, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives.
- J. "Party" means the Board, Recorder, or Contractor individually.
- K. "Parties" means the Board, Recorder, and Contractor collectively.
- L. "Proper Invoice" means an invoice meeting all of the following:
 - Free from defects, discrepancies, errors, or other improprieties
 - As applicable, shall include, but is not limited to including, the following:
 - o Contractor's name and address as designated in the Contract;
 - o Contractor's federal employer identification number;
 - o The purchase order number authorizing the purchase of services;
 - o Equipment/Unit number;

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- o Invoice number;
 - o Description of service performed and/or equipment/unit provided;
 - o Invoice total cost; and
 - o All other information as otherwise specified and required by the County.
- B. "Recorder" means the Delaware County Recorder, Delaware County, Ohio.
- C. "Recorder's Office" means the Delaware County Recorder's Office located at 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015.
- D. "Records Center" means the Delaware County Records Center.
- E. "RFB" means this request for bids package.
- F. "Services" means the Software and all other services provided by the Contractor pursuant to and as required by this RFB.
- G. "Software" means a comprehensive recording software solution for the Recorder's Office in accordance with the detailed specifications contained within this RFB.

Section 2 – Introduction

2.1 Purpose

The purpose of this RFB is to solicit proposals from vendors to implement a comprehensive recording system solution for the Recorder's Office. The Recorder will use this system for the recording, indexing, cashing, electronic recording and imaging of land records. Additionally it must contain accounting software and reports that will meet state of Ohio Auditor requirements, NACHA Requirements, as well as the ability to produce ad hoc financial and statistical reports. The Recorder is interested in procuring application software that can best address the functional and performance requirements as stated in this RFB. Bidders should propose options that will provide the optimum in system performance, system growth, system flexibility, and reliability. The Recorder is asking for bids that include software installation, data conversion, system training, support and long-term maintenance. Additionally the recording system solution should include hardware recommendations. The County also wishes that the system be able to accommodate growth. The new system must on a performance basis at least match if not exceed the current system. Bidders can take into consideration the current system set-up and number of workstations. Bidders can also suggest set alternative systems that might be more efficient than the current system.

2.2 Background

The Recorder's Office records all land records for the County. The Recorder's Office is located at 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015.

The County was founded in 1807. According to the US Census Bureau the County is one of the fastest growing counties in the United States. The 2000 census had the County's population at 109,000. The Delaware County Auditor's Office currently estimates the population at approximately 170,000 residents. The County is located in the Columbus, Ohio metropolitan area.

Each business day, the Recorder's Office files, indexes, and images all recorded documents. Documents are backed up on a server onsite as well as a remote server owned and operated by the County located in Lewis Center, Ohio,. Additionally, recorded documents are sent to the Records Center a couple times per week for microfilming. Microfilm is stored in the Records Center. The County will not require additional off-site back-ups except for land records that are available via the Internet. ACS currently houses all land records, recorded since 1990 and that can be viewed over the Internet, in Syracuse, NY.

Since 2000, the Recorder's Office has recorded the following number of documents:

Year	Documents	U C C's	E-Filed	Percentage	
				Documents	E-Filed
2000	37642	2818	0	0%	
2001	51311	1984	0	0%	
2002	63852	627	0	0%	
2003	84838	586	0	0%	
2004	56756	567	0	0%	
2005	53242	18*	0	0%	
2006	44924	0	653	1.45%	
2007	39877	0	2822	7.07%	
2008	34746	0	4359	12.55%	
2009	40679	0	7563	18.58%	

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*Real Estate UCC's were placed under official records on 1-20-2005.

Most of the increase in recorded documents from 2001 to 2003 was a result of the refinance boom and rapid sales growth that occurred when interest rates hit all time lows. Growth is expected to return to the County in the coming years.

The Recorder's Office started receiving documents electronically in July 2006. Electronically filed documents increased substantially in 2009. The recorder's office can record, mortgages, discharges, assignments, easements and deeds electronically.

Prior to 1990, documents were indexed using books. Since 1990, the Recorder's Office has indexed documents electronically. In 2007 and 2009 documents from 1980 to 1990 were back-scanned. Documents from 1980 to present are kept electronically as well as stored on microfilm in the Record's Center.

The Recorder's Office currently maintains a contract for the indexing and imaging software, hardware, cashiering stations and Internet services that it uses. The current contract includes the following:

- Software to scan, index and retrieve images, cashier filings, print audit reports, track work flows and produce customized reports.
- Internet access for all indexes and images from 1990 to present, including any images that might be back-scanned.
- Internal access to documents from 1980 to present.
- Support and license for the software.
- Support for the maintenance of the indexes and images.
- E-Filing System, including the ability to electronically file deeds through the Engineer and Auditor with a nightly electronic deposit of funds to the County.
- Unlimited back-scanning and indexing of images by the Recorder's Staff.
- Updates to the system including a test site to evaluate updates and recommend customized changes before introducing into the production environment.
- Tech support with live English speaking trouble shooters.

The current contract expires on or about November 15, 2010.

The Recorder's Office currently contains the following number of stations (Includes software & hardware):

Cashiering Stations	4 (22" monitors)
Indexing/Electronic Filing Stations (Dell Computers)	6 (22" monitors)
Public Inquiry Stations	14 (17" monitors) (Inquiry stations are also located in the Auditor, Map Department and Prosecutor's Office.)
Imaging Scanners	3
2010 Fujitsu fi-6670 (A)	
Two older Fujitsu flatbed scanners	
HP LaserJet Printers	2 (1 backup)
Server with Dual Hard Drive and Dual Battery Backup*	

* This server should be virtualized prior to the end of 2010.

The hardware is owned by the County and is in the process of being replaced with new hardware. Specifically, nine (9) new desktop computers will be purchased to replace current desktop computers. The current monitors will be maintained. The new computers will have Intel Core 15 CPU 650 @ 3.206 Ghz and 3 gigs of RAM. All will come with Windows 7 and Windows XP.

Section 3 – Calendar of Events and Communications

3.1 Calendar of Events

The following calendar of events is proposed. The dates in this proposed calendar are subject to change at the County's discretion.

ACTION	DATE
Dates of Advertisement	August 21, 2010 & August 30, 2010
RFB Issue	August 19, 2010
Pre-Bid Meeting	September 7, 2010
Written Questions Due	September 8, 2010
Answers to Questions Due	September 9, 2010
Bids Due	September 13, 2010
Bids Opened	September 14, 2010
Intent to Award	September 23, 2010

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Contract to Be Executed	September 27, 2010 (Approximately)
Install and Test Software	November 1, 2010
Complete Conversion and Training	November 15, 2010

3.2 Obtaining RFB

It is the Bidder's responsibility to obtain this RFB from the County.

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) until 4:30 p.m. local time on September 7, 2010 at the Recorder's Office located at 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015, at the Board Offices, located at 101 North Sandusky Street, Delaware, Ohio 43015, or by contacting Andrew O. Brenner, Delaware County Recorder, at (740) 833-2460 or abrenner@co.delaware.oh.us.

3.3 Form of Bid Submission

Bids shall be submitted in substantially the following form:

- One (1) complete signed original of the bid must be submitted.
- The bid may be submitted in hard copy and/or electronic form.
- The bid shall be submitted on forms contained in this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein.
- The bid and all submitted documents shall be typewritten.
- 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.
- 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 sealed opaque envelope addressed to:

Andrew O. Brenner
Delaware County Recorder
Delaware County Recorder's Office
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015

- The envelope shall be marked: "Response to RFB for a Comprehensive Recording Software Solution for the Delaware County Recorder's Office."

3.4 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 August 19, 2010 until 4:30 p.m. local time on September 13, 2010. 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:

Andrew O. Brenner
Delaware County Recorder
Delaware County Recorder's Office
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015

- Bidders are responsible for the timely submission of bids.

3.5 Bid Opening

Bids will be publicly opened and read aloud at 4:30 p.m. on September 14, 2010 at the Delaware County Commissioner's Meeting Room located at 101 North Sandusky Street, Delaware, Ohio 43015.

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

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

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ONLY.

3.6 Pre-Bid Meeting

A Pre-Bid Meeting will take place at 4:00 p.m. on September 7, 2010 at:

Delaware County Recorder's Office
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015

Potential bidders may ask verbal questions at the pre-bid meeting.

3.7 Written Inquiries

The County will accept written questions regarding this RFB until 4:30 p.m. on September 8, 2010 (hereinafter "Inquiry Deadline") at:

Delaware County Recorder's Office
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015

Facsimile: (740) 833-2459

Email: abrenner@co.delaware.oh.us

After each faxed or emailed question is sent, the Bidder shall call (740) 833-2460 and state that an inquiry has been sent via facsimile or email along with their name, company, and phone number. If the inquiry was sent via facsimile, the Bidder shall also indicate the number of pages faxed.

The County will not respond to questions posed verbally, except as posed at the pre-bid meeting.

All questions and responses to such questions received by the Inquiry Deadline will be made available to all who receive and/or take a copy of this RFB by the Inquiry Deadline.

Questions received after the above date and time will not receive a response.

3.8 Communication Restrictions

From the time of release of the RFB until the time a contractor is selected and a contract executed, Bidders shall not communicate with any County board member, official, officer, employee, staff, representative, or agent concerning the RFB, except using the methods described in Sections 2.3 through 2.7 of this RFB. Bidders that attempt any other communications will be disqualified.

The County, for purposes of clarification, 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.

3.9 Modification / Amendment / Supplement to RFB

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

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

The County 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 County issue a modification, amendment, and/or supplement, the submission deadline, at the discretion of the County, may be extended, if appropriate, to accommodate changes in bid content.

3.10 Ownership of Submitted Materials

All documents and materials submitted to and accepted by the County in response to this RFB shall become the property of the County and will be retained by the County in accordance with the Ohio Public Records Act and the Ohio Records Retention 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.)

Supporting technical manuals shall be returned at the request of the Bidder.

3.11 Costs of Submission

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The County is not liable for any costs incurred by Bidders in replying to this RFB.

Section 4 – Specifications

4.1 Project Overview

The County seeks a single contractor to enter into a contract pursuant to which the Contractor will furnish a comprehensive recording software solution (“Software”) to assist the Recorder and his staff in efficiently performing the various duties and operations of the Recorder’s Office. At a minimum, the Software shall be capable of performing the following functions:

Electronic recording, indexing, and imaging land records;
Cashiering;
Producing certain financial and statistical reports; and,
Other functions in accordance with the detailed specifications contained within the RFB.

In connection with furnishing the Software, the Contractor shall also install the Software, convert the Recorder’s existing data so that it may be efficiently accessed through the Software, test the Software’s performance, train the Recorder’s Office staff on the operation of the Software, and provide support for the Software.

4.2 Experience Requirements of Contractor

4.To be considered, the Bidder, at a minimum, must have the following or the equivalent experience:

- Shall be actively engaged in the computer/software/information technologies profession or the type of work required for the current project.
- A minimum of five (5) years of direct experience performing the work specified in the RFB.
- The Bidder shall have successfully completed and provide proof of successful completion of at least five (5) projects of the type specified in the RFB.

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 County may terminate the Contract. Under such circumstances, the County reserves any and all rights and remedies as it may have to recover for damages at law or in equity.

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

4.3 Term of Contract

The term of the Contract shall be for a fixed term of Two (2) years, commencing or about November 15, 2010 through November 15, 2012.

Renewal

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

4.5 References to Brands or Brand Names

Some specifications may specifically reference products, parts, or items by brand name or model number. These products, parts, or items have been carefully selected because of their reliability and availability for replacement locally. Where the specifications in this RFB reference or call for a product, part, or item by brand or brand name, a product, part, or item “equal to” the specified product, part, or item that is of the same or better quality, functionality, reliability, design, and meeting the same specifications as the called for or referenced product, part, or item will be considered. It is the Bidder's responsibility to prove to the County that an item bid as "equal to" a particular specified item, is truly of equal quality, functionality, reliability, design, and specifications as the specified item. The County reserves the right to make a final decision as to the acceptability of a product, part, or item bid as "equal to" a particular specified product, part, or item.

4.6 Current Hardware

The Recorder’s Office currently has the following hardware. The hardware meets the indicated technical specifications:

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Intel Pentium 4 CPU, 2.80GHz, 1 to 3 gigs of RAM, Windows XP SP 3.

The Recorder's Office plans to update the current hardware. The updated hardware meets the indicated technical specifications:

Recorder's Office is purchasing Intel Core i5 CPU650 @ 3.206 Ghz, with 3 gigs of ram. They will be preloaded with Windows 7 and Windows XP.

The Recorder's Office is in the process of virtualizing its indexing system that would integrate with the current virtual environment. The purchase of an additional Disk Enclosure with disks would be required for the AX4 SAN.

A stand alone virtual server would be dedicated for the Recorders application.

The Recorder's Office currently has the following Virtual Environment Specs:

(3) Dell R805 Servers Dual Processors
VMWARE Version ESX 3.5.0
Storage Specs: Dell / EMC AX4 ISCSI SAN

All client workstations will directly connect to a 1 GB Enterasys switch which has a backbone speed of 10 GB to a core switch which is directly connected to the VMWARE cluster.

4.7 Specifications/Requirements

These specifications detail the requirements for the Services (including the Software).

1. These specifications are intended by the County to define the minimum requirements for the Services. The County is interested in procuring Services that best address the functional and performance requirements as stated in this RFB. The Services shall provide the optimum in system performance, system growth, system flexibility, and reliability.

The County is asking for bids which include the following:

- software
- software installation
- conversion of data
- testing
- training
- support
- long-term maintenance.

Workmanship and materials are to be first quality throughout.

The Software to be furnished in meeting these specifications must be the product of an established and reputable Software company.

The Bidder must be familiar with the obligations, functions, duties, and operations (collectively "Duties") required of a recorder's office in Ohio. Based on a knowledge of such Duties, the Bidder shall be familiar with the software requirements of a recorder's office needed to efficiently assist in performing these Duties. The Bidder shall be experienced in providing such software. Each Bidder shall furnish satisfactory evidence of the Bidder's ability to provide such software and perform the other requirements of these specifications.

See Appendix C – Specifications Matrix for the following Criteria:

- Software
- Installation
- Conversion
- Testing
- Training
- Support
- Long Term Maintenance

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Project Completion

5. The project must be fully completed no later than November 15, 2010. This is because the current contract with ACS will end on or about November 15, 2010.

Additional Work

26. • If during the course of the project the Contractor becomes aware of an item or items of necessary or advisable work above and beyond that called for in the bid specifications and proposed in the bid, the Contractor shall contact the Recorder. In contacting the Recorder, the Contractor shall advise as to what such work entails and the cost of such work. The County, in its sole discretion, shall determine whether or not to have the work performed.

- The County shall have the right under this bid, at any time before or after execution of the contract, to make additions and deletions to the specifications. Such changes, when deemed by the County to result in costs to the Contractor in excess of the cost which would have been incurred by the Contractor had the original specifications been followed, will constitute extra work, the payment for which will be subject to negotiation between the County and the Contractor. Conversely, such changes, when deemed by the County to result in less costs to the Contractor than would have been incurred by the Contractor had the original specifications been followed, will constitute lesser work, for which a deduction from the awarded bid price shall be negotiated between the Contractor and the County. Only such additions and deletions as are specified in writing by the County to the Contractor shall be made.

Other

3.1. Products and materials used in the comprehensive software solution shall be new and not less than the quality conforming to current technical, engineering, and manufacturing practices. Products and materials shall be free of defects and suitable for the service intended.

4.2. It is not the intent of these specifications to restrict or prevent any Bidder from submitting a bid on his product, materials and services.

3. Bidders shall also submit their own detailed set of specifications.

4. It is the responsibility of the Bidder to be sure that the bid submitted meets all the requirements of these specifications.

14.5. All specific terms, measurements, amounts, capacities, dimensions, conditions, specifications, or requirements as stated in this RFB shall be strictly met.

12.6. Except as otherwise provided in this RFB, bids which fail to comply with these specifications will be rejected.

4.8 Exceptions to Specifications

13. Unless otherwise specifically indicated as an Exception in the bid, each bid shall be deemed in all respects to comply with all terms, measurements, amounts, capacities, dimensions, conditions, specifications, or requirements of this RFB.

Exceptions to any term, measurement, amount, capacity, dimension, condition, specification, or requirement specified in the RFB must be identified and fully explained in writing 1) in the space provided in the comments column of the Specifications Matrix and 2) in an attached cover letter entitled "Exceptions to the Bid Specifications." Each Exception must specifically reference the relevant section(s) of this RFB. If the Bidder provides an alternate solution when taking an Exception to any term, measurement, amount, capacity, dimension, condition, specification, or requirement, the benefits of this alternative solution and impact, if any, on any part or all of the Bidder's solution must be described in detail.

In the absence of an Exception, the Bidder is required to furnish specification compliant Services.

4.9 Warranty

Bidders shall fully disclose their warranty terms and service capabilities. At a minimum, the Contractor shall fully guarantee and warrant the Services as follows:

- The Contractor represents and warrants that it has adequate quality and quantity of trained staff and equipment to undertake the Services.

- The Contractor, without exception, fully guarantees and warrants the quality, accuracy, and timeliness of the Services.

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- All Services proposed to be furnished to the County comply with the specifications in this RFB, except as noted.
 - The Software and Services are free of all defects at the time of delivery.
 - At a minimum, the Contractor will warrant the Services against defects in design, materials, workmanship, and data conversion for the term of the Contract.
2. All manufacturer warranties on the Software or any products or parts provided or used as a part of the Services shall be transferred to the County upon installation. The Contractor, upon delivery of the Software or any products or parts provided or used as a part of the Services shall present to the County properly validated documents which set forth the manufacturer's and Contractor's material warranties.
4. The Contractor shall warrant the system and Software will meet the availability and performance requirements set forth in the specifications in this RFB and will continue to do so as long as the Software and system remain under the Contractor's support.
- All costs for the return and/or replacement of defective or improper materials, equipment or apparatus shall be assumed by the Contractor.

All warranties shall be in writing. Each bid shall be accompanied by samples of all warranties or guarantees applicable to the project.

4.10 Operator Manuals

All manufacturer operator instructions and/or manuals for Software or any products or parts provided or used as a part of the Services shall be transferred to the County upon installation.

4.11 Financial Information

6. The Bidder shall submit financial information that is sufficient to confirm to the County that the Bidder has the financial stability, backing, and ability to perform the project successfully, even if Contract deliverables and payments are delayed for any reason. Documentation of financial stability shall, at a minimum, include all of the following:

- Bidder's favorable and current Dunn and Bradstreet report.
- Bidder's financial statement for the preceding year.
- The cost per thousand for the Bidder's contract/performance bond.
- Other documentation supporting financial stability.

4.12 Compensation

The Contractor shall receive payment as follows:

- A. There shall be no prepayments required prior to actual acceptance by the County.
- B. Payment of the contract price shall be made only after the project has been fully completed and only after final approval of the completed project by the Recorder.
- C. The Contractor shall invoice the County upon completion of the Services.
- D. The Contractor shall submit hard copies of such proper invoices directly to the Recorder, as follows:
Andrew O. Brenner
Delaware County Recorder
Delaware County Recorder's Office
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015
- E. Each invoice shall be itemized and detailed.
- F. The County shall have thirty (30) days after receipt of a proper invoice from the Contractor to pay such invoice.
- G. The date of the warrant issued in payment shall be considered the date payment is made. The Contractor's payment shall not be initiated before a proper invoice is received by the County.
- H. Payment shall be made to the Contractor, under the Contractor's federal employer identification number and only as provided for in this RFB and/or in the Contract.

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4.13 Invoices

The Contractor shall provide proper itemized invoices as defined in Section 1.1(I) of this RFB.

The Contractor shall support all costs by properly executed payroll, time records, invoices, contracts or vouchers.

Defective invoices shall be returned to the selected contractor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

4.14 Taxes, Discounts and Credits

The County is exempt from taxes. The County shall, upon request, supply the Contractor with any required proof of such exemption. Should the County be subject to any taxes, the Contractor will include all applicable taxes in bid prices less all discounts and refunds.

4.15 W-9 Form

The Contractor shall complete and submit a proper W-9 Form.

Section 5 – Format and Bid Submission

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

5.1 Number of Copies

One (1) complete signed original of the bid must be submitted;

5.2 Form of Bid Submission

Bids shall be submitted in substantially the following form:

A. General

- The bid may be submitted in hard copy and/or electronic form
- The bid shall be submitted on forms contained in this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein.
- The bid and all submitted documents shall be typewritten.
- 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.
- 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 sealed opaque envelope addressed to:

Andrew O. Brenner
Delaware County Recorder
Delaware County Recorder's Office
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015

- The envelope shall be marked: "Response to RFB for a Comprehensive Recording Software Solution for the Delaware County Recorder's Office."

B. Bid Format

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

1. Cover Letter

The bid shall be accompanied by a cover letter. The cover letter shall meet the following requirements:

- Be in the form of 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 summary of the Services to be provided

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- 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.
- The name, address, telephone number, facsimile number, and email address of a contact person with authority to answer questions regarding the bid.
- The name address, telephone number, facsimile number, and email address of a contact person to be notified regarding legal/contractual issues.

The bid must be signed by a person authorized to contractually bind the bidder. The letter must contain a statement guaranteeing the validity of the proposal for a period of no less than 60 days after bid opening date although not accepted or rejected. Also should include a statement certifying vendor's compliance with minimum contractor qualifications as stated above.

2. Bid Form

The completed Bid Form as contained in this RFB. The Bid form contains the dollar amount bid for the contract. The dollar amount bid shall:

- As applicable, is the total fixed cost or total fixed cost per unit for the Services.
- The bid price will be F.O.B. Destination, on a delivered and accepted basis.
- The total dollar amount bid shall include all items listed in the specifications contained in this RFB. Listing any items contained in the specification as an extra cost item will automatically be cause for rejection.

3. Executive Summary

Narrative overview of bidder's offering not to exceed four (4) single-sided pages.

4. Bidder Background, Organization, Financial Stability, and Experience

The Bidder shall provide:

- History of the Bidder
- Number of full and part-time employees
- Company organization
- Names of corporate officers
- Proof of financial stability as required by this RFB.
- As much detail as possible about the bidder pertaining to the bidder's capabilities and experience relating to the specifications (Software and Services) to be provided pursuant to this RFB.

5. References

Bidder must submit a minimum of five (5) non-Contractor owned or non-business partner customer references where similar projects have been successfully completed and where similar software to the proposed software is being and has been used for at least one year.

6. Cancelled Contracts and Litigation

Identify any canceled contracts or litigation within the last five (5) years. As applicable, the following information shall be provided for each identified contract or litigation:

- Business/Jurisdiction Name
- Business Address
- Name of Contact
- Title of Contact
- Telephone Number of Contact
- Description of Installation
- Year Installed
- Year Canceled
- Case Name
- Court
- Case Number

7. Specific Narrative of Proposed Solution

The narrative shall provide:

- 2. • A complete description of the services to be provided.
- Detailed description outlining the features and functionality of all proposed software modules and services.

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- A detailed description of exactly what the software and system do and is capable of doing.
- A detailed description of all related services to be provided.
- Proposed work plan and schedule.

8. Completed Specifications Matrix

Completed Specifications Matrix as contained in this RFB.

9. Conversion Approach

Detailed description of Bidder's approach to converting the County's existing data to the proposed system.

10. Project Management and Personnel

Detailed description of the methodology used by the Bidder for project management along with a proposed schedule for implementation. Also must include brief resumes for personnel to be assigned to this project. Personnel should be identified who can provide project management, operating system, data migration services, training, and technical support. Include alternate resumes as appropriate.

11. Training

Detailed description of all on-site training.

12. Support and Maintenance

Detailed description of the Bidder's support offering and software maintenance program.

13. Conflict of Interest Statement

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, the County, the Board, the Recorder, 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 County 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.

14. RFB

Complete copy of RFB with any blanks completed.

15. Forms

Fully completed required by RFB. (See list of forms below.)

16. Documents

Documents required by RFB. (See list of documents below.)

17. Additional Information

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

C. Forms

The following forms must be fully completed and submitted with the Bid:

- Affidavit of Authority to Sign on Behalf of the Principal
- Non-Discrimination Form
- Personal Property Tax Affidavit (No Tax Owed or Tax Owed)
- Non-Collusion Affidavit
- Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization ("DMA Form")
- Certification/Affidavit in Compliance with O.R.C. Section 3517.13
- Bid Security
- Specifications Matrix
- Any other form required by this RFB

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

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D. Required Documents

The following documents must accompany the bid:

- W-9
- Proof of Insurance (worker's compensation and policies required by RFB)
- Warranties
- Any other documents required by this RFB

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

E. Bid Security

Bid security in accordance with Section 307.88 and 153.54, et seq., of the Ohio Revised Code. The bid security shall be a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in an amount equal to five percent (5%) of the total price bid, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the RFB and the bid. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All bid security shall be in favor of the Board of County Commissioners, Delaware County, Ohio. (See Section 6.6 of the RFB for information.)

5.3 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 August 18, 2010 until 4:30 p.m. local time on September 13, 2010. 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:

Andrew O. Brenner
Delaware County Recorder
Delaware County Recorder's Office
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015

- Bidders are responsible for the timely submission of bids.

5.4 Forms

Bidders shall complete and submit with their bid all applicable forms in the appendix of this RFB.

5.5 Insurance and Worker's Compensation Coverage

All bids shall be accompanied by a copy and/or copies of proof(s) of insurance showing the insurance policies and amounts of coverage as required in this RFB. (See Section 6.5 of this RFB).

Also, all bids shall be accompanied by a certificate proving that the bidder and its agents and employees are covered by workers' compensation, employees' liability and/or the Contractor's insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of its employees and agents. The Contractor is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the Contract.

Failure to maintain the required insurance 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.

5.6 Failure to Submit Required Documents

The failure of a Bidder to submit any affidavits, forms, or other documents required by this RFB and/or if any such affidavits, forms, or other documents are not fully executed may be grounds for rejection of the bid.

Section 6 – Evaluation of Bids and Award

6.1 Evaluation Team

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The Recorder and Recorder's staff will evaluate the bids. Based on the Recorder and Recorder's staff's review of the submitted bids, the Recorder will make a recommendation to the Board. The Board will ultimately be responsible for selecting the winning bid.

6.2 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, including, but not limited to product specifications.

Phase III: Selection by the Board

The Board reserves the right to supplement or change the evaluation process or selection criteria prior to receipt of the first bid at which time an addendum to this RFB shall be issued.

6.2.1 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 one (1) complete signed original of the bid by the bid submittal deadline.
2. The Bidder must sign all copies of the bid in accordance with this RFB.
3. The bid must include the following documents, forms, and information as specified in Section 4.2 of this RFB.

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

6.2.2 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 5.2.1 above (i.e. passing Phase I of the evaluation process.) Such bids will be evaluated based on, including, but not limited to:

The contents

The merits

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 Services to meet and serve the needs of the County.

The cost of the Services.

The proposed time frame, work plan, and schedule.

Bidders submitting bids may be requested to make a presentation to the Recorder 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 bases of the factors listed above.

Bids will be ranked according to the lowest and best. The bid ranking the lowest and best will be recommended by the Recorder to the Board.

6.2.3 Phase III - Selection by Board

Bids will be opened and read aloud at 4:30 p.m. on September 13, 2010 at the Delaware County Commissioner's Meeting Room located at 101 North Sandusky Street, Delaware, Ohio 43015. The time, date, and place of bid openings may be extended to a later date by the County. Written or oral notice of the change shall be given to all persons who have received or requested specifications not later than ninety-six (96) hours prior to the original time and date fixed for the opening.

The selection of a Contractor will be based on the lowest and best bid as determined solely by the Board. In its selection process, the Board reserves the right to reject any and/or all bids and waive any defects in form that it determines is not material.

6.3 Award

The Contract will be awarded as follows:

- A. Except as otherwise provided in this Contract, ALL BIDS OPENED SHALL BE FINAL.

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B. The Board reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder, his agents or representatives.

C. Any bid which, in the judgment of the Board, is incomplete, conditional, obscure, or which contains irregularities that affect the substance of the specifications and contents of the RFB, may be rejected.

D. Award will be made to the lowest and best bid. The Board reserves the right to select the bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative, 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 County and Delaware County, Ohio.

2.E. In the event of a discrepancy, the total price bid shall govern over sum of the sub-total prices reflected on the Bid.

F. The Contract shall be in writing.

G. The Contract shall be in the form included in this RFB.

H. Upon execution of the Contract, the Board shall return, in a timely manner, the bid security/bond of all unsuccessful bidders.

6.4 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 Board 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 Board within two (2) business days after the bid opening.

Section 7 – Terms and Conditions

7.1 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 Board and all other necessary and applicable persons, entities, or Parties.

7.2 Reservation of Rights

The County 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 County.
- B. To refuse any bid not properly submitted in accordance with the requirements of this RFB.
- C. To reject the selected bid and/or other bids at any time prior to execution of the Contract.
- D. The right to cancel this RFB at any time.
- E. To reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract.
- F. To select the bid and award the Contract to the bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative, 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 this RFB and to award the Contract in the manner deemed to be in the best interest of the County and Delaware County, Ohio.

7.3 Independent Contractor

The Contractor shall act in performance of this Contract as an independent contractor. As an independent

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contractor, the Contractor and/or its officers, officials, boards, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, the Recorder, and/or the County. The Contractor shall be responsible for payment of all employment related taxes, employee benefits, and Worker's Compensation premiums.

7.4 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 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.

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 or the Contracted Parties' actions 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, penalties, fines, and expenses, including, but not limited to attorney's fees.

7.5 Insurance

The Contractor shall carry and maintain current 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 Recorder 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.

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C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) 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 at least two million dollars (\$2,000,000.00) of coverage.

D. 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 the 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.

E. Product Liability Insurance with a minimum coverage of at least one million dollars (\$1,000,000.00.) (In addition to general liability and umbrella policies.)

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

In addition to the above certificates of insurance, the Contractor shall provide certificates of insurance for the Contractor's dealers for product liability insurance with a minimum coverage of at least one million dollars (\$1,000,000.00.) (General liability and umbrella policies are unacceptable.)

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 Recorder 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 Recorder 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 Contractor shall retain any and all such other and further rights and remedies as are available at law or in equity.

7.6 Bid Security/Bond

Each bid shall be accompanied by bid security in the form of either:

A. A bond in favor of the Board. Said bond shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54 and be in an amount equal to five (5%) of the total price bid. The bond shall be substantially in the form provided in Ohio Revised Code Section 153.571 (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.571 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Board of County Commissioners, Delaware County, Ohio, referencing this RFB. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety; or,

B. A certified check, cashier's check, or money order. Said certified check, cashier's check, or money order shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54 and be in an amount equal to five (5%) of the total price bid. The certified check, cashier's check, or money order shall be drawn on a solvent bank or savings and loan association. Such certified check, cashier's check, or money order shall be in favor of or made payable to the Board of County Commissioners, Delaware County, Ohio.

The bid security, regardless of form, shall be conditioned that the bidder, if the bidder's bid is accepted, shall execute a proper contract in conformity to the invitation and the bid.

The bid security/bond shall conform to the requirements of Ohio Revised Code Sections 153.54 and 307.88.

If the Bidder fails to enter into the Contract within ten (10) days after award of the bid and to give a proper contract performance bond, the bid security shall be subject to forfeiture as provided in Ohio Revised Code Sections 307.88 and 153.54. Should the Bidder appropriately and timely enter the Contract, the bid security will be returned. The bid security of all unsuccessful bidders will be returned upon execution of the Contract.

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If the bid security is in the form of a bond, the surety company providing the bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects is acceptable to the County.

Attorneys-in-fact who sign the bond must file a certified and effectively dated copy of their power of attorney evidencing their authority to sign and bind the surety company, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

7.7 Performance Bond

Within ten (10) days from the date of the award of the Contract, the Bidder shall be required to enter into the Contract with the County and, at that same time, give an acceptable performance bond in the name of the Board in the full amount of the price bid to properly secure the performance of said Contract in accordance with the terms, provisions, specifications, and conditions of the Contract and within the time specified.

Such performance bond shall be substantially in the form provided in Ohio Revised Code Section 153.57. (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.57 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Board of County Commissioners, Delaware County, Ohio, referencing this RFB. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Failure on the part of the Contractor to furnish the required performance bond to the Board within ten (10) days of the award may be considered cause for the annulment of the bid award and forfeiture of the bid security.

Any action on the part of the Contractor or its bonding company to revoke or cancel the performance bond prior to the expiration of the Contract or extension thereto, will be considered a breach of Contract and will result in the immediate cancellation of the Contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the County in seeking replacement items/services.

Furthermore, the County, in its sole discretion, may require additional bonding from the Contractor. Should an additional bond be required, the County will make that determination prior to executing the Contract.

The surety company providing the Contract Performance Bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects is acceptable to the County.

Attorneys-in-fact who sign Contract Performance Bonds must file a certified and effectively dated copy of their power of attorney, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

7.8 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, specifications, 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.

22. In the event of default by the Contractor, the County may procure the services required for the project bid from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

7.9 Liquidated Damages

In the event that the Contractor defaults or breaches the Contract and after notice by the County or their representatives of such breach or default, the Contractor fails to cure such default or breach within the time required by such notice, the Contractor agrees to reimburse the County for any actual and/or direct losses and/or damages incurred by the County. In the event that the actual and/or direct losses and/or damages are uncertain or difficult to ascertain by the County and/or substantial completion of the project is not achieved by an agreed date or within a certain number days as set forth in the Contract, the Contractor and the Contractor's surety agree to pay the Board liquidated damages in the amount of Two Hundred Dollars (\$200.00) per each and every calendar day a) that such default or breach continues and is not cured and/or b) until substantial completion of the project has been achieved.

The Contractor and the Contractor's surety agree that the liquidated damages are not a penalty.

In addition to the above described damages, the Contractor agrees that the County shall have the right to terminate the Contract either in whole or in part, without liability whatsoever to the County.

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Nothing in this section shall be interpreted to mean that the County, in the event of a breach or default cannot terminate the Contract and thereafter seek damages. Additionally, nothing in this section or contained in this Contract shall limit and the County reserves the right and may, without limitation, exercise any available administrative, contractual, equitable or legal remedies.

7.10 Royalties and Licensing

16. The Contract price shall include and the Contractor shall pay all royalties and licensing fees permitting the County the free, uninterrupted, and unobstructed use of 1) the Software and/or 2) all or any part or portion of the Services that is/are owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted.

In the event that either of the Parties has or gains knowledge that use of the Software and/or all or any part or portion of the Services 1) actually or 2) potentially infringes on the ownership of any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, or service, the Contractor shall, as applicable, take all of the following actions:

- At no cost to the County, secure the rights to the infringing software, service, or product so that the County may continue to have free, uninterrupted, and unobstructed use of 1) the Software and/or 2) all or any part or portion of the Services.
- If the Contractor is unable to secure such rights to the infringing software, service, or product, the Contractor shall immediately provide to the County, at no cost to the County, substitute software, services, or products that, in the sole opinion of the Recorder, perform the same functions and are of the same quality as the infringing software, services, or products or refund to the County the entire cost of the Contract. In the event of such a substitution or refund, nothing shall prevent or limit the County from pursuing any action against the Contractor for damages suffered by the County.
- To the fullest extent of the law and without limitation, the Contractor agrees to and shall 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 infringement of any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, invention, process, article, or appliance manufactured or used in the performance of the Contract and/or in providing the Services, including the use of the same by the County both during and after the performance of the Contract and/or providing the Services. 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.

7.11 Termination for Cause/Convenience

A. Termination for Convenience

Any Party may terminate this Contract at any time and for any reason by giving at least sixty (60) days advance notice, in writing, to the other Parties. The Contractor shall be entitled to receive compensation for any satisfactory products provided and/or 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 satisfactory products provided and/or 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 Board shall be authorized in writing and signed by a quorum of the Board.

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7.12 Subcontracting

The Contractor may sub-contract any portion of this Contract. If the Contractor’s proposal includes any product or services to be provided by other suppliers, the Contractor will be required to act as prime contractor for all such items and must assume full responsibility for the procurement, delivery and installation of such items. The Contractor will be the sole point of contact and shall be ultimately responsible with regard to all stipulations, including payments of all charges and meeting of all requirements of this Contract, including, but not limited to, delivery, quality of product and services, installations, maintenance, support services and system acceptance.

7.13 Assignment

27. 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 County.

7.14 Inspection and Maintenance of Records and Work Papers/Audit

At any time during regular business hours, with reasonable notice and as often as the Board, the Recorder, the County, or their representatives may deem necessary, the Contractor shall make available to any or all 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 Board or its 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.

7.15 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:

Fax: _____

County:

Andrew O. Brenner
Delaware County Recorder
Delaware County Recorder’s Office
140 North Sandusky Street, 1st Floor
Delaware, Ohio 43015
Fax: (740) 833-2459

7.16 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

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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.

7.17 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.

7.18 Findings for Recovery

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

7.19 Declaration of Material Assistance (DMA) Certification

The Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. § 2909.33, the Contractor agrees to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. 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 attached to this Contract and by this reference made a part of this Contract.

7.20 Campaign Finance Certification

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars 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 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)(1) and (J)(1) 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.

7.21 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 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 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 there-to, or paid and will not pay any fee in

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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.

7.22 Conflict of Interest

The Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after 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 a current 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.

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 County 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 County 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.

7.23 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.

7.24 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.

7.25 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.

7.26 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.

7.27 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.

7.28 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.

7.29 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.

7.30 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

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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.

Section 8 – Instructions

8.1 General Instructions for Completing the Bid Form

The Bid Form shall be completed in accordance with the following general instructions:

- 10. The blank spaces in the Bid Form shall be fully and properly completed. No additional or qualifying clauses shall be written in.
 - The Bid Form shall not be removed from this set of documents.
 - Bidders shall provide pricing for the complete project. Each Bidder shall state on the Bid Form the total project price for a comprehensive software solution for the Delaware County Recorder’s Office based upon acceptance by the County.

(Copies of the appendix and matrix are available for review at the Commissioners’ Office and Recorder’s Office until no longer of administrative value.)

Vote On Motion Mr. Hanks Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1096

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF APPROPRIATIONS FOR THE COMMISSIONERS’ OFFICE AND PERMANENT IMPROVEMENT:

It was moved by Mr. Hanks, seconded by Mr. O’Brien to approve the following:

Transfer of Appropriation

From	To	
40111402-5410	40111402-5328	
Permanent Improvement/Capital Projects	Permanent Improvement/Maintenance	10,000.00

Supplemental Appropriation

10011102-5319	Commissioners General/Reimbursements	220,000.00
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Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**Commissioners’ Committees Reports
(Refer To Cd Minutes For Entire Record)**

Commissioner Hanks

- Had A Meeting With Mr. McDonald From Columbus Partnership
- Had A Meeting With Squire Sanders and Dempsey

Commissioner O’Brien

- Later Today Will Attend The Central Ohio Youth Center Meeting

Commissioner Thompson

- Has Attended Several Board of Revision Meeting
- Meeting Later With The Photographer Who Worked On The Bi-Centennial Books
- Meeting Later With The Horse Association

RESOLUTION NO. 10-1097

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O’Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners