

State of Ohio  
 Department of Natural Resources  
 2045 Morse Rd.  
 Columbus, OH 43229

**INVITATION TO BID**  
**For**  
**Title Report Services**  
**for the ODNR Office of**  
**Real Estate and Land**  
**Management**



A signed Bid must be submitted to receive consideration for award of contract.		BIDDER NAME	
<b>Error! Reference source not found.</b> BID NUMBER		STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
OPENING DATE/TIME (09/24/20 4:00pm )		CITY STATE ZIP	
DNROBF009 DATE: 09/24/2020		COUNTY	
Ohio Department of Natural Resources		MBE/EDGE CERTIFICATE NUMBER	
Attn: Division of Real Estate & Land Management 2045 Morse Road Columbus Ohio 43229-6693		TELEPHONE NO.	
		TOLL FREE NO.	
		CONTACT PERSON	
		FAX NO.	
REQ./INDEX NO.	NOTICE DATE 09/09/20	BIDDER'S E-MAIL ADDRESS	

The original signed Bid must be received by ODNR on or before 4:00 p.m. EST on the above stated Opening Date to receive consideration for award. All attachments included in the Bid MUST be submitted with Bid. Bids received after the Opening Date and time will not be considered for award.

**Submit Bids via e-mail only to:** Agency Procurement Officer Ohio Department of Natural Resources Office of Budget and Finance  
[DNROFBIDS@dnr.state.oh.us](mailto:DNROFBIDS@dnr.state.oh.us)

The contract will be awarded to the Bidder with the lowest responsive and responsible Bid. The winning Bidder must demonstrate responsiveness by affirming the ability of its goods to meet the specifications (the "Specifications") set forth herein. The winning Bidder shall, within fourteen (14) days of the announcement of the winning Bid, enter into a contract with the Ohio Department of Natural Resources ("ODNR" or the "State") in substantially the same form as the Agreement attached hereto as Exhibit A (the "Agreement"). The Specifications and Bidder's Bid shall be exhibits to the Agreement.

Ohio Revised Code (ORC) Section 9.24, prohibits ODNR from awarding a contract to any Bidder(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a Bid, Bidder warrants that it is not now, and will not become subject to an unresolved finding for recovery under ORC 9.24, prior to the award of any agreement arising out of this Invitation for Bid ("RFP") without notifying ODNR of such finding.

By submission of this Bid, the Bidder is affirming that it is capable of providing the manpower and competency required to meet the requirements of the Specifications and Agreement (Exhibit A).

ODNR reserves the right to reject any and all responses to the Invitation in whole or in part, cancel, and/or reissue the Invitation when:

(1) The products, supplies or services are not in compliance with the requirements, specifications, and terms and conditions set forth in

the Invitation; or

(2) Pricing offered is determined to be excessive in comparison with existing market conditions, or exceeds the available funds of the procuring entity; or

(3) It is determined that awarding of any or all items will not be in the best interest of the state.



**SUBCONTRACTOR DISCLOSURE CERTIFICATION**

**Disclosure of Subcontractors / Joint Ventures**

List names of subcontractors who will be performing work under the Agreement.

_____	_____
_____	_____
_____	_____

The Bidder agrees that no changes will be made to this list of subcontractors without prior written approval of ODNR. Any attempt by the Bidder to change or otherwise alter subcontractors without prior written approval of ODNR, will be deemed a default. If a default should occur, ODNR will seek all legal remedies as set forth in the Agreement which may include immediate cancellation of the Agreement.

## SPECIFICATIONS

Title information from the public records is to be obtained to provide a Title Report for ODNR for the purposes of real estate appraisals, negotiations, acquisitions, and other real estate transactions. An Updated Title Report is to determine if there are any significant changes to title since the original Title Report.

The Contractor, under the direction and to the satisfaction of ODNR, shall search the public records concerning the titles to the parcels of such real estate assigned by ODNR. The Contractor shall submit a written report, following the Title Report Format or Updated Title Report Format, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. It is understood that the term "parcel" or "parcel of land" as used herein means that unit of land as delineated on any proposed acquisition plan(s) and all contiguous lands, the record title of which is the same person or persons, the whole or any part or parts of which, or any right or rights, interest or interest therein are acquired (without regard to the number of descriptions or County Auditor tax parcels that may be involved) on which the chain of title runs back, unbroken, for the period of examination.

The title search shall cover a period of time sufficient to satisfy ODNR that all matters presently affecting the title have been found, but in no event for a period of less than forty-two (42) years, and the various transfers of the parcels shall be detailed in a Chain of Title, that shall be attached to the Title Report. An Updated Title Report shall cover the period of time back to the date of certification on the original Title Report

The information shall constitute what is commonly known as an Attorney Certificate of Title, and as such, said title certifies that in the opinion of the Contractor that there is a good, safe, marketable, fee simple title and as such can be safely accepted and called upon for the purposes of a real estate transaction, including acquisitions. In the event the title is not clear as to encumbrances, liens, defects, and other matters affecting title, the Contractor shall provide recommendations as to how to assist clearing the title.

- The name, address, and marital status of record holder or holders of title.
- The name, address of spouse, if any, or record holder or holders of title.
- A complete copy of the recorded deed of the land or parcels of land which make up an owner's property used as a unit of land acquired for ODNR's purposes, together with the recording references and dates thereof.
- The names and, if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate, such as mortgages, land contracts, leases, easements, rights-of-way, mineral rights, and/or reservations, together with the recording references and dates.
- Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the court of records, or on file in the Sheriff's Office and/or the Clerk of Court's Office of said county, which may affect the title to the real estate examination.
- Any other tax liens, mechanic's liens, recognizance liens, unemployment compensation liens, worker's compensation liens, and/or any other infirmity, encumbrances, liens, and/or clouds on title which are disclosed by the public records.
- Tax duplicate description, Auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessments, liens, penalties, and interests which have not been paid and are a lien.

**Contract Award.** The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

**Estimated Usage.** The ODNR Division of Real Estate & Land Management order approximately 1-20 Title Reports annually.

Item	Estimated Quantity (for evaluation only)	Unit Cost (per title)	Total lot cost
Total cost per Title Report not to exceed five parcels	10	\$	\$
Total cost per Title Report for six or more parcels	5	\$	\$
Total cost per Updated Title Report not to exceed five parcels	10	\$	\$
Total cost per Updated Title Report for six or more parcels	5	\$	\$
Grand Total			\$

ODNR shall pay to the Contractor, upon satisfactory delivery of Title Reports or Updated Title Reports.

ODNR shall also reimburse the Contractor for copies made during the title search at the county, provided a receipt of such payment is submitted. All reimbursements shall be itemized on an invoice and submitted when the Evidence of Title or Updated Evidence of Title is submitted to ODNR.

In the event that a parcel presents an extraordinary problem in examination as determined by the Contractor, and agreed to by ODNR, then ODNR will provide an updated written Purchase Order. No additional charges shall be allowed until such updated written order is approved.

**SAMPLE REPORTS**

**TITLE REPORT FORMAT**

PROJECT:

VESTED IN:

DEED ACREAGE:

TAX ACREAGE:

**Evidence of Title**

The undersigned hereby certifies that he/she has caused to be made a thorough examination of the records of \_\_\_\_\_ County, Ohio, as disclosed by the public indexes covering a period of no less than 42 years prior to the date hereof, and relating to premises hereinafter described as follows:

Being \_\_\_\_\_ acres of land, more or less.

Unless otherwise specifically stated herein, this Certificate does not purport to cover matters not of record in said County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanic's liens, special taxes and assessments not shown by the \_\_\_\_\_ County Treasurer's records, zoning and other governmental regulations, matters indexed with the Clerk of the United States District Court for said jurisdiction, nor dower rights.

I. The undersigned further certifies that in this opinion, the fee simple title to said premises is vested in \_\_\_\_\_ by virtue of the following: a \_\_\_\_\_ Deed from \_\_\_\_\_ dated \_\_\_\_\_ filed \_\_\_\_\_

and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, Document Number \_\_\_\_\_, of the \_\_\_\_\_ County Records.

The undersigned further certifies that as appears from said County Records, the title is marketable and free from encumbrances except and subject to the matters set forth hereinbefore and as follows:

Mortgage(s):

Restrictions:

Easements:

Leases:

Mineral Rights Reserved/Severed:

Miscellaneous:

Certificates of Judgment or Pending Actions

Mechanic's Liens:

Probate Matters:

Foreign Executions:

Defects in Title and Irregularities:



Signature

---

Typed Name

**CHAIN OF TITLE**

1. Deed Book, Document Number, Page, Type:
2. Acreage involved (in description), including all out conveyance:
3. From: Grantor:  
TO: Grantee:
4. Date of Conveyance:
5. Consideration:

- 
1. Deed Book, Document Number, Page, Type:
  2. Acreage involved (in description), including all out conveyance:
  3. From: Grantor:  
TO: Grantee:
  4. Date of Conveyance:
  5. Consideration:

Information for each transfer of title shall be repeated until a period of time sufficient to satisfy ODNR that all matters presently affecting the title have been found, but in no event for a period of less than forty-two (42) years

Attach copies of deeds, easements, leases and current mortgages following chain of title.

**UPDATED TITLE FORMAT**

PROJECT:

VESTED IN:

DEED ACREAGE:

TAX ACREAGE:

**Updated Evidence of Title**

The undersigned has made a thorough examination of the records of \_\_\_\_\_ County, Ohio as disclosed by the public indexes covering the period from the date of \_\_\_\_\_ to the date hereof, and relating to the premises as described on the Attached Evidence of Title or Insurance Policy.

- 2. Ownership change:
- 3. Mortgages:
- 4. Restrictions:
- 5. Easements:
- 6. Leases:
- 7. Mineral Rights:
- 8. Courts:
- 9. Foreign Executions:
- 10. Tax Liens:
- 11. CAUV (if applicable):
- 12. CAUV Recoupment:
- 13. Other changes:
- 14. Recommendations to clear title:

Dated at \_\_\_\_\_, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ AM/PM.

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Typed Name

Sample - Title Report

Revised – 7.26.2018

Title Services Template 7.26.2018

**STATE OF OHIO  
INSTRUCTIONS, TERMS AND  
CONDITIONS FOR INVITATION FOR BID**

**I-1. Bids are Public Records.** Once Bids have been opened they may be considered public record as defined in Ohio Revised Code ("O.R.C.") Section 149.43 and are subject to inspection and copying after ODNR announces the award of the contract.. Bidder may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not considered as public records. Such requests must be accompanied by the statutory exemption from Ohio's Public Records Act, Chapter 149 of the O.R.C. Any confidential material shall accompany the Bid in a sealed container marked "confidential", and shall be readily separable from the Bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment shall not be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the Bid opening rests solely with ODNR.

**I-2. Bids are Firm for 90 Days.** Unless stated otherwise, once opened, all Bids are irrevocable for ninety (90) days. Beyond ninety (90) days, Bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

**I-3. Bid Preparation.** ODNR assumes no responsibility for costs incurred by the Bidder prior to the award of any contract resulting from this Bid. Total liability of ODNR is limited to the terms and conditions of a resulting contract.

**I-4. Suspension and Debarments.** ODNR will not award a contract for supplies or services, funded in whole or in part with federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio or who appears on the federal List of Excluded Parties Listing System <https://www.sam.gov/portal/public/SAM/>

**I-5. Registration with the Secretary of State.** The Bidder represents and warrants that the Bidder meets all applicable requirements for registration under O.R. C. Chapters 1701, 1703 or 1705.

Any foreign corporation required to be licensed under O.R.C. Sections 1703.01 to 1703.31, which transacts business in the State of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in ODNR, if such corporation is required by O.R.C. Sections 1703.01 to 1703.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

**I-6. Certification Regarding Contract Eligibility With Other Governmental Entities.** The Bidder certifies that Bidder has not, within the last seven (7) years been the subject of any government action to limit the Bidder's right to do business with the State of Ohio. If the Bidder cannot so certify, the Bidder must provide a written explanation with the Bid response.

**I-7. Non-Collusion Certification.** The Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing Bid; that such Bid is genuine and not collusive or sham; that Bidder has not colluded, conspired or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid; or colluded or conspired to have another not Bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid price of its Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against any Bidder or any person or persons interested in the proposed contract and that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted this Bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

**I-8. Electronic Commerce Program.** The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State of Ohio and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with ODNR. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/StateAccounting/edi/default.aspx>

**I-9. Use of Social Security Numbers as Federal Tax Identification Numbers.** ODNR requires vendors and contractors wishing to do business with ODNR to provide their Federal Taxpayer Identification Number to ODNR. ODNR does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with ODNR and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and ODNR may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

**I-10. Expenditure of Public Funds on Offshore Services.** Bidder affirms to have read and understands Executive Order 2019-12D and hereby certifies that its Bid shall comply with the requirements of that Executive Order. ODNR reserves the right to recover any funds paid for services Bidder performs outside of the United States for which it did not receive a waiver.

**STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES**

**STANDARD AFFIRMATION AND DISCLOSURE FORM**

EXECUTIVE ORDER 2019-12D

Banning the Expenditure of Public Funds on Offshore Services

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

1. Principal location of business of Contractor:

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address, City, State, Zip)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Address, City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address, City, State, Zip)

- \_\_\_\_\_  
(Name) \_\_\_\_\_ (Address, City, State, Zip)  
3. Location where State data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

\_\_\_\_\_  
(Address) \_\_\_\_\_ (Address, City, State, Zip)

Name/Location(s) where State data will be stored, accessed, tested, maintained, or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Address, City, State, Zip)

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

\_\_\_\_\_  
(Address) \_\_\_\_\_ (Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Address, City, State, Zip)

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Address, City, State, Zip)

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Address, City, State, Zip)



**ATTACHMENT ONE**

- I. Attachment one is an example of a DNR contract. The Ohio Department of Natural Resources reserves the right to change the contract Terms and Conditions, prior to a contract award.
  
- II. Apparent awardee will be required to sign a contract with the Ohio Department of Natural Resources.

**EXAMPLE ONLY**

**ADDENDUM TO THE  
[TYPE OF DOCUMENT] OF  
[NAME OF COUNTERPARTY]  
FOR THE OHIO DEPARTMENT OF NATURAL RESOURCES**

To the extent allowed by the laws of the State of Ohio and subject to the additional terms and conditions set forth below, the **OHIO DEPARTMENT OF NATURAL RESOURCES** (“ODNR”), acting through its **[DIVISION/OFFICE] OF [DIVISION/OFFICE NAME]**, agrees to the terms and conditions set forth in the **[Type of Document]** submitted by **[NAME OF COUNTERPARTY]** of **[Counterparty’s Address, City, State ZIP]** (“Contractor”). Additionally, the Contractor and ODNR agree that the following terms and conditions shall be incorporated into and form a part of the **[Type of Document]** to which they are attached. This Addendum and the **[Type of Document]** in combination shall be referred to as the “Agreement.”

**1. Payment.**

- A. The total amount to be paid by ODNR to the Contractor under this Agreement shall in no event exceed the sum of **[\$###,###.##]**.
  
- B. Payments under this Agreement shall be due on the 30th calendar day after the later of: (1) the date of actual receipt of a proper invoice in the office designated to receive the invoice, or (2) the date equipment, materials, goods, supplies, or services are accepted in accordance with the terms of this Agreement. The date of the warrant issued in payment shall be considered the date payment is made.
  
- C. Invoices shall be submitted in an original and three (3) copies to the office designated in the purchase order “bill to address” to receive invoices. A proper invoice must include the following information and/or attached documentation:
  - (1) Name and address of Contractor;
  - (2) Federal Tax Identification Number of Contractor;

- (3) Invoice remittance address of Contractor;
  - (4) The purchase order number authorizing the delivery of equipment, materials, supplies or services;
  - (5) A description, including time period; serial number, when applicable; unit price; quantity; and total price of equipment, materials, supplies, or services actually delivered or rendered as specified in the purchase order. If the invoice is for lease purchase, the payment number (e.g. 1 of 36) shall also be indicated.
- D.** Ohio Revised Code (“R.C.”) § 126.30 may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by R.C. § 5703.47.
2. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is understood that ODNR’s payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.
  3. **Term.** This Agreement shall be effective as of the date on which it is signed by ODNR. Notwithstanding any renewals, automatic or otherwise, provided in the attached Agreement, this Agreement shall terminate as of, and shall not extend beyond [Month Day, Year]. Any renewals of this Agreement beyond the current term shall be by separate addendum.
  4. **Compliance with Laws.** Subrecipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
  5. **Taxes.** ODNR is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. ODNR does not agree to pay any taxes on commodities, goods, or services acquired from any Contractor.
  6. **Interest.** R.C. § 126.30 may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by R.C. § 5703.47.
  7. **Insurance.** The State of Ohio is self-insured.
  8. **Equal Employment Opportunity.** Contractor agrees that it is in compliance with the requirements of R.C. § 125.111.

9. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises (“MBE”) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (“EDGE”) businesses. ODNR encourages Subrecipient to purchase goods and services from Ohio-certified MBE and EDGE vendors.
10. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODNR is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
11. **Drug-free Workplace.** Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace.
12. **Ohio Ethics Law.** The Contractor certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Contractor understands that failure to comply with Ohio’s ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
13. **Ohio Election Law.** Contractor affirms that it is compliant with R.C. § 3517.13.
14. **Workers’ Compensation.** Contractor shall provide its own workers’ compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Contractor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
15. **Indemnification and Hold Harmless.** Any provisions requiring ODNR to indemnify and/or hold harmless or pay attorney’s fees to the Contractor do not meet the requirements of state law and shall be considered stricken.
16. **Findings for Recovery.** Contractor represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation or warranty is deemed to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODNR hereunder shall be immediately repaid to ODNR, or an action for recovery may be immediately commenced by ODNR for recovery of said funds.
17. **Independent Contractor.** Unless Contractor is a “business entity” as that term is defined in R.C. § 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”), Contractor shall have any individual performing services under this Agreement complete and submit the attached

Independent Contractor Acknowledgment to ODNR. Contractor's failure to complete and submit said attachment at the time Contractor executes this Addendum shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in R.C. § 145.037.

18. **Expenditure of Public Funds for Offshore Services.** Contractor affirms to have read and understands Executive Order [2019-12D] issued by Ohio Governor [Mike DeWine]. Contractor has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
19. **Open Trade.** Pursuant to R.C. § 9.76 (B), Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
20. **Qualifications.** Subrecipient represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.
21. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
23. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
24. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Subrecipient.
25. **Conflicts.** In the event there is a conflict between the terms and conditions of the [type of document] submitted by Contractor and this Addendum, this Addendum is controlling.
26. **Entire Agreement.** The Agreement, including any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto with respect to the subject matter hereof. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

*[SIGNATURE PAGE FOLLOWS]*

Each party is signing this Agreement on the date stated below that party's signature.

CONTRACTOR

OHIO DEPARTMENT OF NATURAL RESOURCES

[NAME OF COUNTERPARTY]

[DIVISION/OFFICE] OF [DIVISION/OFFICE NAME]

[additional line for name, if needed]

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES**

**STANDARD AFFIRMATION AND DISCLOSURE FORM**

EXECUTIVE ORDER [2019-12D]

Banning the Expenditure of Public Funds on Offshore Services

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

5. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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(Name)

---

(Address, City, State, Zip)

6. Location where services will be performed by Contractor:

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(Address)

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(Address, City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

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(Name)

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(Address, City, State, Zip)

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(Name)

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(Address, City, State, Zip)

7. Location where State data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

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(Address)

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(Address, City, State, Zip)

Name/Location(s) where State data will be stored, accessed, tested, maintained, or backed-up by subcontractor(s):

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(Name)

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(Address, City, State, Zip)

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(Name)

(Address, City, State, Zip)

8. Location where services to be performed will be changed or shifted by Contractor:

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(Address)

---

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

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(Name)

---

(Address, City, State, Zip)

---

(Name)

---

(Address, City, State, Zip)

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(Name)

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(Address, City, State, Zip)



### STEP 3: Acknowledgment

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

In accordance with Ohio Administrative Code section 145-1-42(A)(2), an independent contractor means an individual who:

- Is a party to a bilateral agreement which may be a written document, ordinance or resolution that defines the compensation, rights, obligations, benefits and responsibilities of both parties;
- Is paid a fee, retainer or other payment by contractual arrangement for particular services;
- Is not eligible for workers' compensation or unemployment compensation;
- May not be eligible for employee fringe benefits such as vacation or sick leave;
- Does not appear on a public employer's payroll;
- Is required to provide his own supplies and equipment, and provide and pay his assistants or replacements if necessary;
- Is not controlled or supervised by personnel of the public employer as to the manner of work; and
- Should receive an Internal Revenue Service form 1099 for income tax reporting purposes.

An independent contractor is not a public employee and shall not become a contributor to the retirement system. If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination. Under the OPERS Health Reimbursement Arrangement (HRA) and the OPERS Retiree Medical Account (RMA), re-employed retirees who are not independent contractors are not eligible for a monthly allowance or reimbursement of any medical expenses incurred during the re-employment period. If you are not an independent contractor and receive an allowance or reimbursements, you may be liable to OPERS and/or the applicable plan.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. If you entered into a contract to provide services as an independent contractor, you are acknowledging that you meet the requirements of an "independent contractor" as that term is defined in Ohio Administrative Code section 145-1-42(A)(2). If you begin to provide services as an independent contractor to the same employer from which you retired, or to any employer if less than two months after the retirement allowance commences, you are acknowledging the pension portion of your benefit will be forfeited during the period of the contract. You are acknowledging that the annuity portion of your benefit will be suspended and will be paid in a lump sum upon termination of the contract, and you may be liable to the retirement system for any amounts incorrectly paid from the plan(s). You are also acknowledging that you are not eligible for a monthly allowance or reimbursement of medical expenses incurred during the period you are providing services under the OPERS HRA or the OPERS RMA, and you may be liable to OPERS and/or the applicable plan for any allowance or reimbursements received. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature \_\_\_\_\_

Do not print or type name

Today's Date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_