



Commissioner Paula Brooks · Commissioner Marilyn Brown · Commissioner John O'Grady
President

Purchasing Department
Karl H. Kuespert, C.P.M., Director

REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL NUMBER: **2009-46-68**

DATE AND TIME OF PROPOSAL OPENING: **November 30, 2009 at 2:00 pm**

PROJECT NAME: **Parenting Seminars**

This Request for Proposals (RFP) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes rising under this RFP and subsequent contract.

SUMMARY OF PROJECT/PROPOSAL

The Board of Franklin County Commissioners on behalf of the Franklin County Court of Common Pleas, Division of Domestic Relations and Juvenile Branch is seeking proposals for Parenting Seminars. It is the intent of the County to enter into a 1-year contract with the option to extend for three (3) additional one (1) year periods.

NAME OF COMPANY: _____

NAME OF OFFICIAL: _____

ORDER PLACEMENT/CONTACT NAME: _____

ADDRESS: _____

CITY, STATE, & ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

All contract terms, conditions, and specifications set forth in this proposal document shall become part of the contract documents. Those making proposals are reminded to return the entire Request for Proposal with their submission to Franklin County Purchasing Department, 373 South High Street, 25th Floor, Columbus, Ohio 43215.

STATEMENT OF RECEIPT & RESPONSE FORM

Please indicate whether you or your company intends to submit a proposal or chooses not to on this commodity or service. Please complete this form and return as soon as possible to:

Fax: 614-462-3144

Email: pxstarrer@franklincountyohio.gov

Mail: Franklin County Purchasing

Attn: Trish Starrett

RFP#: 2009-46-68 ~ Parenting Seminars

373 South High Street-25th Floor

Columbus, OH 43215

_____ We have received the notification or RFP and it is our intent to respond.

_____ We have received the notification or RFP. We decline to respond for the following reason(s):

Please check all that apply:

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer (explain below)

_____ Insufficient time to respond

_____ We do not offer this product or service.

_____ We are unable to meet the specification(s).

_____ We are unable to meet the bond requirements.

_____ Specifications are unclear.

_____ We are unable to meet insurance requirements.

_____ Remove us from your bidder's list for this commodity or service.

_____ We are not interested in this bid, but wish to be considered for future solicitations.

_____ We are unable to obtain the documents.

_____ Other (specify below).

Remarks:

Please note: This form is designed to allow feedback and will assist us in structuring our bid process in the most efficient and user friendly manner. You will not be removed from the notification process unless you request it.

COMPANY NAME: _____

AGENT: _____

DATE: _____ **TEL #:** _____

ADDRESS: _____

ADDRESS: _____

EMAIL: _____

FAX#: _____

Proposal Data Sheet



Commissioners
Paula Brooks, President
Marilyn Brown
John O'Grady
Purchasing Department
Karl H. Kuespert, Director

Franklin County
Purchasing—25th Floor
373 South High Street
Columbus, Ohio 43215-6315

Phone: (614) 462-3750
Fax: (614) 462-3144
E-mail: purchasing@franklincountyohio.gov

The Bidder is responsible for completing all required information in the prescribed format in order for their submittal to be considered responsive. Failure to comply with the requirements will be identified during the evaluation process.

Request for Proposal	Bidder Information		
The Original Signed Proposal must be submitted to the Franklin County Purchasing Department to receive consideration for award. Attn: 2009-46-68 Franklin County Purchasing 373 South High Street – Floor 25 Columbus, Ohio 43215-6315	FEDERAL TAXPAYER IDENTIFICATION NUMBER:		
	BIDDER NAME:		
	STREET ADDRESS:		
	CITY:	STATE:	ZIP:
PROPOSAL NUMBER: 2009-46-68	TELEPHONE NO.:		FAX NO.:
PROPOSAL ADVERTISEMENT DATE: 10-30-09	CONTACT PERSON:		
BID BOND AMOUNT: \$500.00 made to: Franklin County Board of Commissioners	E-MAIL ADDRESS:		
OPENING DATE (2:00 p.m. EST): November 30, 2009 at 2:00 pm	PRINTED/TYPED SIGNATURE NAME:		
PERFORMANCE BOND REQUIRED: YES NO X	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) PLEASE SIGN IN BLUE INK:		
PRE- PROPOSAL CONFERENCE: YES NO X	FRANKLIN COUNTY PURCHASING PERSONNEL ONLY		
	Opened By:		
	Bid Bond Present: Yes ☐ No ☐		

PROPOSALS ARE BEING SOLICITED FOR:

DESCRIPTION: **Parenting Seminars**

RFP#: **2009-46-68**

Authorized Signatures (This page must be signed and returned with your proposal submittal - it does not constitute an award of a contract)

Administrative Requirements

Section 1 – General Instructions
Section 2 – Proposal Requirements
Section 3 – Pricing and Estimates
Section 4 – Misc. Terms
Section 5 – Time of Performance
Section 6 – Invoicing, Payment & Taxes
Section 7 – Contract Administration & Reports
Section 8 - Cancellation, Termination & Remedies
Section 9 – Certifications & Affidavits
Section 10- Special Considerations

Appendices

Appendix A – Affidavits and Declarations
Appendix B – References (Pages 1, 2 3)
Appendix C – Performance Bond Data Sheet
Appendix D – Bidder's Deliverables List
Appendix E – Pricing Response Form
Appendix F – Specifications / Project Scope

GENERAL INFORMATION

Any question regarding this document shall be directed in writing to:

Attention: Trish Starrett
Franklin County Purchasing Department
373 S. High St., 25th Floor
Columbus, OH 43215-6314
614.462.3750 MAIN
614.462.3144 FAX
Email: pxstarre@franklincountyohio.gov

- Amendments and Clarifications to this bid are posted on the Franklin County Purchasing web site (<http://www.franklincountyohio.gov/commissioners/prch/bid-opportunities/>). It is the sole responsibility of all interested parties to monitor this web site for Amendment or Clarifications which become a part of the proposal and any subsequent awarded contract.
- **BID BOND:** Please refer to Section 2.02 titled "Bid Bond Requirement" which states, in part, that **a bid bond of \$500.00, in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Franklin County Board of Commissioners identified as the Obligee, must be included with an Offeror's proposal.** Failure to follow the instructions in this Section will deem a Proposal as Non-Responsive.
- **DEADLINE TO SUBMIT QUESTIONS:** A deadline to submit questions has been established for this Request For Proposals. All questions must be submitted, in writing, to the attention of Trish Starrett via email: pxstarre@franklincountyohio.gov or via fax: (614) 462-3144 or mail: 373 S. High Street, 25th Floor, Columbus, Ohio 43215 **November 18, 2009by the close of business to be considered for a response.**

Proposal Format:

Each proposal must include sufficient data to allow for the verification of the total cost of the Offeror's ability to meet the RFP's requirements. Each proposal must respond to every request for information in this document whether the request requires a simple "yes" or "no" or requires a detailed explanation. Do not refer to outside documentation or reference other responses when responding to the questions unless you are specifically directed to do so.

Proposal Contents:

Each proposal must contain all information requested in the RFP. A checklist has been provided in the RFP to ensure that you include all required information (Appendix D).

Submittal of Proposals:

All rates/fees should be provided as requested in the RFP and any additional costs should be clearly explained. Using the form provided, Offeror's who receive a copy of this RFP, but decline to make an offer, are requested to submit a Statement of Receipt & Response Form. Franklin County will not enter into a Contract with an agent or broker on behalf of the Offeror. All proposals must be signed and submitted by the Offeror. Expectations and related performance requirements addressed in the RFP Specifications should be specific to your business model proposed for Franklin County. Offerors will be evaluated only on the services it provides.

Contract:

The selected Offeror will enter into a contract with the Franklin County Board of Commissioners.

CALENDAR OF EVENTS

The schedule for the RFP is given below. Dates are tentative and may be modified by Franklin County as necessary.

Key Dates	Event
10-30-09	Request for Proposal (RFP) Notifications and ad placed for RFP. Inquiry process begins.
10-30-09	Proposal instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
11-13-09	Offerors submit their intention to propose or decline to propose via <i>Statement of Receipt Form & Response Form</i> .
11-18-09	Offeror Question Submission Deadline. (Q&A) RFP questions must be submitted by close of business.
11-23-09	Answers provided to Offerors' questions and posted to the Franklin County Purchasing Bid Web Page.
11-30-09	Complete proposals due to Franklin County by 2:00 p.m. Proposals will be publicly opened at 2:00 p.m.
TBD	Evaluation of proposals is complete
TBD	Offeror oral presentations at Franklin County if required
TBD	Evaluation Committee recommends finalist(s)
TBD	Contract negotiations if required
TBD	Contract finalized /submitted to Clerks Office
TBD	Commissioners briefing
TBD	Commissioners Award / General Session Resolution
TBD	Effective date of new contract.

ADMINISTRATIVE REQUIREMENTS

SECTION 1 GENERAL INSTRUCTIONS

Section 1.01 Entire Agreement; Parties to the Contract

This Contract is the entire agreement between the Offeror (“Offeror”) and Franklin County (“County”) on behalf of the agency/agencies requesting the Contract as signed by the Franklin County Board of Commissioners.

Section 1.02 Exclusions from Bidding

Consultants who are under contract with the Commissioner Agency who is acquiring the services specified in this proposal document shall be excluded from the proposal process. This exclusion shall be in effect as long as the consultant contract is in full effect and force.

Section 1.03 Negotiated Contract Agreement

The final contract shall be a negotiated agreement between the County and the Contractor. If during the negotiation process an impasse is reached between the two parties, the County has the right to cease negotiations and begin negotiations with the next selected contractor.

Section 1.04 Contract Components

This Contract consists of the complete Request for Proposal, including the Contract Terms and Conditions, the proposal specifications, Pricing Forms, all documents requiring offeror’s signatures, and any written amendments/addendums to the Request for Proposal; the offeror’s complete competitive sealed proposal, including proper modifications, clarifications, and samples; and applicable, resolutions, purchase orders and/or other ordering documents.

Section 1.05 Registration with Franklin County

All Offerors interested in doing business with Franklin County must register with the County before the award of any contract. Offerors may register with Franklin County Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25th Floor, 373 South High Street, Columbus, Ohio, 43215-6314 or online at www.franklincountyohio.gov/proposals/. Failure to register prior to the award of a contract may deem the recommended Offeror as non-compliant with the terms and conditions of the contract and may result in legal liability.

Section 1.06 Specifications

Franklin County may use any form of specification it determines to be in the best interest of the County and that best describes the goods or services to be purchased. Specification may be in the form of a design specification, a performance specification, or a combination thereof.

Section 1.07 Inquiry Process/Additional Information

Any questions that arise during the preparation of proposals concerning the content of the RFP shall be submitted in writing to the Franklin County Purchasing Department. Unauthorized contact with any Franklin County including members of the **Franklin County Court of Common Pleas, Division of Domestic Relations and Juvenile Branch** concerning this RFP except through the inquiry method with questions specific to the contents of this RFP is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication. Questions must be submitted, in writing, to the attention of Trish Starrett via email: pxstarre@franklincountyohio.gov, fax: (614) 462-3144 or mail: 373 S. High Street, 25th Floor, Columbus, Ohio 43215. **Questions must be submitted no later than 11-18-09 by the close of business to be considered for a response.**

Section 1.08 Oral Explanation

Franklin County will not be bound by oral explanations or instructions given at any time during the competitive process or after the selection of the successful Offeror.

Section 1.09 Decline to Offer

Any Offeror who receives a copy of this RFP but declines to make an offer is requested to submit a Decline to Offer notification by utilizing the *Statement of Receipt & No Response Form*. Please send by 11-13-09.

Section 1.10 Compliance with Specifications and Terms and Conditions

Please have your legal department review the Terms and Conditions beginning at Section 4. Any exceptions to terms and conditions or other requirements in any part of this RFP must be clearly identified and attached as a Reference Document and submitted with the Offeror's proposal by the proposal due date. Otherwise, it will be assumed that all items offered are in strict compliance with the RFP and that the Offeror does not take exception to any terms and conditions. Franklin County will consider such exceptions during the evaluation process and during the negotiation phase.

Section 1.11 Conflict of Interest

Each proposal must answer the statement indicating whether the Offeror or any people that may work through the Offeror have a possible conflict of interest (e.g., employed by Franklin County, etc.) and, if so, the nature of the conflict. Franklin County has the right to reject a proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Section 1.12 Compensation

Not applicable to this contract.

Section 1.13 Representations and Warranties

The Offeror warrants the accuracy of information submitted and acknowledges that Franklin County will rely on the Offeror's information in making its selection and contracting with the successful organization.

SECTION 2 PROPOSAL REQUIREMENTS

Section 2.01 Proposal Opening

Proposals are due on November 30, 2009 at 2:00 pm. (EDT). All sealed proposals received after this time and date, for any reason will be **rejected**. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed proposals are received and will be the sole factor in determining if proposals are received in time to be considered. The opening of the sealed proposals will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor, Columbus, Ohio 43215-4598. The Proposal opening will be public; however Proposal contents will not be read or made public. Offerors are advised to allow adequate time to locate appropriate parking in the downtown Columbus Ohio area, access required security checkpoints within the Franklin County Courthouse Building and accessing of elevators in order to submit proposal(s) by the required date and time.

Section 2.02 Bid Bond Requirement

An original proposal bid bond in the amount of \$500.00 must be included with each proposal or Franklin County will deem an Offeror's proposal to be non-responsive and will not receive further consideration. Notice of a claim of right to withdraw such proposal must be made in writing filed with the contracting authority within two business days after the conclusion of the proposal opening procedure (O.R.C. §9.31). **The Bid Bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Franklin County Board of Commissioners identified as the Obligee.** Bonds will be returned to all successful and unsuccessful Offerors within 30-days of contract award.

Bonds not received in the above form will cause your proposal to be deemed non-responsive and it not receive further consideration.

Section 2.03 Performance Bond Requirement

Not applicable to this RFP.

Section 2.04 Pre-Proposal Conference

Not applicable to this RFP.

Section 2.05 Proposal Preparation Costs

The County will not be liable for any costs incurred by a contractor prior-to the award of any contract resulting from the Proposal. Total liability of the County is limited to terms and conditions of a resulting Contract.

Section 2.06 Proposal Instructions

- 1) Franklin County requires clear and concise proposals. Offerors should take care to completely answer questions and meet the RFP's requirements.
- 2) Each contractor must submit three (3) original signed hard copies and three copies of their proposal in a sealed envelope or similar containers with the proposal number clearly marked on the exterior by no-later-than 2:00 p.m. the day the proposals are scheduled for opening. Contractors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paper clips, binder clips or rubber banded to keep them orderly. This includes any amendments or addendums applicable to the proposal. All hardcopy documents will be on 8.5-inch x 11-inch paper, brochures should be copied to the same format. Appendix D, Vendor Deliverables List is provided within this RFP for your convenience as a "check off list" when preparing your proposal for submission.
- 3) Each proposal must be submitted in a sealed envelope or similar containers with the proposal number clearly marked on the exterior. If an offeror uses an express mail or courier service, the proposal number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A proposal that is not properly and clearly marked and is inadvertently opened before the scheduled proposal opening time may be disqualified without additional consideration. **Faxed submissions are not acceptable.**

Section 2.07 When Proposals May Be Delivered

The Purchasing Department ("Purchasing") must receive proposals prior to and no-later-than 2:00 p.m. the day the proposals are scheduled for opening. Sealed proposals received after the specified date and time will be considered late and will not be opened. Sealed proposals received through the mail after the specified proposal opening date and time will be returned to the Offeror unopened. Purchasing does not accept proposals with postage due or collect postage-on delivery charges.

Purchasing receives proposals during the hours of 8:00 a.m. through 4:30 p.m. Monday through Friday, except state observed holidays. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed proposals are received and will be the sole factor in determining if proposals are received in time to be considered.

Section 2.08 Where Proposals Must Be Delivered

Proposals must be delivered to the following address:

Franklin County Purchasing Department
Attn: RFP# 2009-46-68 ~ Parenting Seminars
373 South High Street – 25th Floor
Columbus, Ohio 43215-6315

Section 2.09 Clarifications, Amendments, and Addendums

- 1) If an offeror discovers any inconsistencies, errors, or omissions in the Request for Proposal, the offeror should request clarification from the Franklin County Purchasing Department. Such requests will be made only in writing. No other form for submitting clarifications is acceptable. A deadline to submit questions has been established for this Request For Proposals. This deadline also applies if an offeror discovers any inconsistencies, errors, or omissions in the Request for Proposal.
- 2) Requests for clarifications received after the above timeframe will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specification which could effect all proposals.
- 3) During the proposal process, Offerors may be furnished certain amendments / addendums covering additions and / or deletions to the RFP documents. Amendments / addendums will be included in the Proposal documents and will become a part of Contract. Amendments / addendums may be issued at anytime preceding the Proposal opening date. Franklin County reserves the right to postpone the Proposal opening for its convenience. Any information given a prospective Offeror concerning the Proposal will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to the Franklin County

Purchasing Web Site under this proposal. Those interested in submitting a response to this proposal shall monitor that web site for any amendments and addendums to assure complete compliance with specifications, terms and conditions.

4) When it is necessary to modify a Request for Proposal, Purchasing does so by written amendment or addendum only. All amendments / addendums will be posted to the Purchasing Department's website at: www.franklincountyohio.gov/proposalops/. Oral instructions, given before the opening of a proposal or the award of a contract, will not be binding.

Section 2.10 Corrections before Proposal Opening

Prior-to the proposal opening, if an offeror withdraws its proposal and resubmits it with revisions, the revisions should be clearly identified and signed or initiated by the Offeror. The omission of an offeror's signature or initials to a modification may result in a proposal being determined to be not responsive. Any corrections must be completed off the premises.

It is the responsibility of the offeror to resubmit a corrected proposal within the time constraints of the established proposal opening time and date. Failure to resubmit a corrected proposal within the established time and date shall be considered late and will not be accepted. Corrected proposals received through the mail after the specified proposal opening date and time will be returned to the Offeror unopened.

Section 2.11 Corrections after Proposal Opening

1) After the proposal opening, Offeror's may only withdraw their proposals as provided in Ohio Revised Code §9.31. Withdrawal of a proposal after a proposal opening exposes an offeror to legal liability for sanctions, including costs for re-proposal, or may result in a proposal being awarded to the next lowest Offeror. Notice of a claim of right to withdraw a proposal submitted in error, after the proposal opening, must be made in writing and filed with Franklin County Purchasing Department within two (2) business days after the conclusion of the proposal opening procedure.

2) When there are errors in multiplication or addition in a proposal, the unit price quoted will be used for calculating the correct total proposal. If the error is in the unit price, the proposal will automatically be disqualified. Notice of a claim of right to withdraw such proposal must be made in writing filed with the contracting authority within two (2) business days after the conclusion of the proposal opening procedure (O.R.C. §9.31).

Section 2.12 Proposals are Firm for 90-Days

Unless stated otherwise, once opened all proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, Offeror will have the option to honor their Proposal or make a written request to withdraw their proposal from consideration.

Section 2.13 Proposal Rejections

Ohio Revised Code §307.90 and §307.91 permits Franklin County to reject all proposals and advertise for new proposals on the required items, products, or services. Franklin County may reject any proposal, in whole or in part, if any of the following circumstances are true:

- 1) Proposals offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Request for Proposal.
- 2) Franklin County determines that awarding any item is not in the best interest of the County.

Franklin County reserves the right to reject any or all of the proposals on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful contractor against Franklin County.

Section 2.14 Lowest and Best Offeror

An Offeror is lowest and best if its proposal offers the best-cost and supply or service in comparison to all other Offerors as set forth in the evaluation paragraph in the proposal. Franklin County reserves the right to award the contract to the offeror that may have a higher price and by evaluation best meets the county's requirements. This is intended to be an all or none award; however, if it is in the best interest of Franklin County, the County reserves the right to award to multiple Offerors, to reject all proposals and re-bid, or not to make any award on an "ALL or NONE" basis. Proposals are typically evaluated within 60-days.

Section 2.15 Evaluation Process

The evaluation process will consist of the following phases **(not in any order of precedence)**:

- 1) Initial review of proposals.
- 2) Evaluation of Proposals, Offeror qualifications, past experience and price.
- 3) Oral Presentations by selected Offerors if necessary.

During the evaluation process, Franklin County may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its proposal if Franklin County believes doing so does not result in an unfair advantage for the Offeror and it is in Franklin County's interests to do so.

Phase 1 - Initial Review of Proposal

Franklin County will review all proposals for their format, and completeness.

Phase 2 - Evaluation of Proposal Documents

Franklin County will evaluate each proposal and the requirements according to the non-financial and financial criteria contained in this part of the RFP. At any time during this phase, Franklin County may ask an Offeror to clarify any portions of its proposal.

Proposal Evaluation Criteria

Franklin County will rate the Proposals submitted in response to this RFP based on specific criteria.

The specifications and proposal evaluation will result in a point total being calculated for each Proposal. Those offerors submitting the highest rated Proposals will be scheduled for the next phase. It is the intent of Franklin County to select some number of the highest rated proposals for oral presentations.

Phase 3 - Oral Presentations

Franklin County may require selected Offerors to make an oral presentation about their proposal, and/or demonstrate and provide their products or services for field testing, if requested. In addition, Franklin County may conduct a site visit of a finalist Offeror's facilities and operations. References will also be checked thoroughly during this phase of the process. Such activities provide an Offeror and Franklin County with an opportunity to clarify the proposals submitted and to ensure a mutual understanding of the proposal's content. The presentations, demonstrations, and interviews will be held if necessary beginning tentatively December 7, 2009 through December 11, 2009 by the Franklin County Courthouse, 373 South High St., Columbus, OH 43215. Actual dates, times and locations are subject to change. Adequate notice will be provided to Offerors.

The evaluation committee may record any or all presentations.

The evaluation committee will numerically rank interviews, demonstrations, and presentations, site visits, and reference checks.

Phase 4 - Contract Negotiations

Negotiations, if required, may be conducted with the Offeror who submits the lowest and best competitive proposal based on the rankings of all phases of the evaluation process. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the final contract document.

At any time during the negotiation process, if an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, Franklin County may terminate negotiations with that Offeror and proceed to the next ranked Offeror.

An Offeror's standard Administrative contract will not be accepted as deviation from specifications and will not be considered during evaluation or negotiations. Please refer to Section 1.10 Compliance with Specifications and Terms and Conditions.

Section 2.16 Communication during Evaluation

- 1) During the evaluation process, unless requested by County as part of the evaluation process, any attempt on the part of the offeror, the offertory's agent(s), or any party representing the offeror, to submit correspondence that is determined by County to be an attempt to compromise the impartiality of the evaluation or any party on the part of the offeror, the offertory's agent(s), or any party representing the offeror to communicate with any member of the County regarding the evaluation process may be grounds for immediate disqualification of the offeror. A determination to cease the evaluation or reverse an award determination will be at the sole discretion of the County.

2) County may request additional information to evaluate an offertory's responsiveness to the Request for Proposal or to evaluate an offertory's responsibility. If an offeror does not provide the requested information, it may adversely impact County's evaluation of the offertory's responsiveness or responsibility.

Section 2.17 References

Utilizing Appendix B, Page 1, Proposer must list three professional references, of a similar size and scope to that of Franklin County, including company names, contact person name, addresses, telephone numbers, fax numbers and email addresses that can confirm your ability to provide the same model of equipment proposed for use by Franklin County. Failure to provide references as requested may be annotated as a discrepancy during evaluation.

SECTION 3 PRICING AND ESTIMATES

Section 3.01 Pricing

A Pricing Response Form has been provided in Appendix E. Please complete the form as requested. **Offerors are not to alter or change the Pricing Response Form in any way.**

The remainder of the page is intentionally blank.

Section 4 Miscellaneous Terms

Section 4.01 Standard of Care.

Contractor will discharge its obligations under the Services Agreement with that level of reasonable care which a similarly situated provider would exercise under similar circumstances.

Section 4.02 Indemnification

The contractor shall assume the defense of, indemnify, and save harmless Franklin County and all Franklin County Agencies, including public officials, and employees acting in the course of their employment, but not as Members from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Contractor's performance of the work required under this Contract and including Contractor's employees and agents.

Section 4.03 Unresolved Finding for Recovery (Award Phase)

If, after the Contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Contractor prior-to the award, the Contract shall be void. The Contractor understands that Contractor shall be responsible to the County for any expenditure against the Contract.

Section 4.04 Performance Bond Requirements

Not applicable to this Contract.

Section 4.05 Ethics

The Contractor and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

Section 4.06 Public Record and Treatment of Confidential and Proprietary Information

- 1) Proposals shall be opened so as to avoid disclosure of contents to competing Offerors. In order to ensure fair and impartial evaluation, proposals and related documents submitted in response to a request for proposals are not available for public inspection and copying under section 149.43 of the Revised Code until after the award of the contract. The confidential information will be included in the final Contract but it will also not be subject to public release.
- 2) All materials in the proposal will become the property of Franklin County and may be returned only at the County's discretion. Any portion of the proposal to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in O.R.C. §149.43.

Section 4.07 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under the Contract, but the Contractor will remain the primary Contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date, Contractor will provide Franklin County with a list of subcontractors it currently uses. Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

Section 4.08 Consent to Assign

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing. Any purported assignment made without County's written consent is void and may be subject to termination of the contract. County may assert against an assignee any claim or defense County may have against the assignor.

Section 4.09 Record Keeping

The contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract and is required to provide the Franklin County

Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.10 Insurance Requirements

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, the contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted with Contractor's response. The Franklin County Board of Commissioners must be identified as additional insured, project name, and the proposal number must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance carrier or liability amounts, a new certificate must be provided to the Franklin County Purchasing within seven (7) calendar days of change.

- 1. Workers' Compensation coverage - as required by law.*
- 2. Comprehensive Liability - up to \$1,000,000 single limit occurrence including:
 - a. Bodily Injury Liability: All sums that the company will become legally obligated to pay as damages because of bodily injury, sickness or disease including death any time resulting therefrom, sustained by any person other than its employees and caused by the occurrence.*
 - b. Property Damage Liability: All sums that the company will become legally obligated to pay as damages because of injury or destruction caused by the occurrence.**
- 3. Excess Umbrella Liability: \$1,000,000.*
- 4.. Catastrophic Insurance: The Contractor must provide protection to Franklin County and all agencies identified in this bid for catastrophic health care occurrence. Bid must identify dollar amounts Contractor will be responsible for and what will be covered and not covered; e.g. aids, dialysis, cancer, heart etc.*

During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 5 Time of Performance

Section 5.01 Time of Contract

The exact Contract commencement date and expiration date shall be set forth in the negotiated contract. The contract is effective on the later of the Effective date or the date upon the signatures of the Franklin County Board of Commissioners. The Contract beginning date is subject to the approval of the Commissioners. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

Section 5.02 Contract Extension and Price Increase

The vendor, unless otherwise stated, must request any price or unit cost increases 45-days before the extension date of the contract. Pricing under any contract extension will be firm and fixed for the extension period. All price increase requests must have verifiable justification.

Franklin County may request, based on economic conditions, a price decrease with verifiable justification

prior to granting any contract extension.

Any justified price increases or decreases for the extension periods must be approved by the contracted agency(s) and by the Board of Franklin County Commissioners.

Section 5.03 Contract Extension at the End of Any Contract Period

The contract shall be automatically extended for 90 days, at the option of the County, to allow for the award of a new proposal or completion of the contract extension.

Section 6 Invoicing, Payment and Taxes

Section 6.01 Standard Invoice and Payment

The Contractor shall submit an invoice to the ordering agency upon shipment of the supplies or performance of service as described on the purchase order. Except when using Electronic Data Interchange (EDI) processes, and unless otherwise requested by the ordering agency, the invoice must be a “proper invoice” to receive consideration for payment. A “proper invoice” is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

Invoice shall include, at a minimum:

- 1) Name and address of the Contractor
- 2) Billing period
- 3) Hours provided as stated in contract pricing
- 4) Unit cost (must match contract pricing)
- 5) Remit to address
- 6) Customer service telephone number

Section 6.02 Payment Due Date

Franklin County normally makes payments within 45-days from the day the invoice is received and / or acceptance of supplies or services. Agencies only process an invoice for payment after delivery and acceptance of the ordered supplies or services have been completed or transpired. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of Franklin County, is responsible for all orders, invoices, payment, and / or tracking.

Section 6.03 Taxes

Franklin County and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating Franklin County agencies will not pay any taxes on supplies or services purchased from a Contractor, unless the Special Contract terms and conditions state otherwise. A tax-exempt certificate will be provided on request by the Contractor receiving the award.

Section 7 Contract Administration and Reports

Section 7.01 Contract Administration

The Franklin County Court of Common Pleas, Division of Domestic Relations and Juvenile Branch and the Franklin County Purchasing Department will be responsible for the administration of the Contract and will monitor the Contractors performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Purchasing Department for immediate remedy. The Contractor will be notified by Purchasing, failure for the Contractor to rectify the infraction(s) may result in Contractor being deemed in default, whereas, County may apply the termination clauses of this Contract.

Section 7.02 Usage Reports

Franklin County may request various reports regarding performance of this contract. The Contractor will respond to such requests in a timely manner and at no charge.

Section 7.03 Quality Assurance

Not applicable to this Proposal.

Section 7.04 Warranties

Not applicable to this contract.

Section 8 Contract Cancellation; Termination; Remedies

Section 8.01 Contract Cancellation

If the Contractor fails to perform any one of its obligation under this Contract, it will be in default and County may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by County.

1) 30-Day Notice Termination:

Franklin County reserves the right to terminate the resulting contract immediately by giving the vendor 30-days written notification. If this Contract is terminated for convenience, Franklin County shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

2) Non-Appropriation of Funds:

This Contract is contingent upon Franklin County budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County. Franklin County will provide the Contractor with written notification within 10 business days after being notified that the funding is no longer approved.

3) Cancellation for Failure to Retain Certification:

Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failures to renew and certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Contract.

4) Cancellation for Financial Instability:

Franklin County may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

Section 8.02 Termination for Default:

Franklin County may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- a) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- b) Make progress, so as to endanger performance of this contract.

1) Franklin County **may exercise** its right to terminate this contract under this Section of the contract if after receipt of the notice from Franklin County specifying the failure the Contractor **does not offer a plan to cure** such failure within 10-days (or more if authorized in writing by Franklin County). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the failure.

2) If Franklin County terminates this contract in whole or in part, for default under this Section 8.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of

Administrative Service fees that have been paid to the Contractor as of the termination date of the contract. However, the contractor shall continue the work not terminated.

3) Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

4) If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

5) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Franklin County.

Section 8.03 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or gross negligence. The County may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the contract.

Section 8.04 Liquidated Damages

Written notification of any discrepancy in the performance of the contract will be provided to the Contractor. Failure to satisfactorily resolve the performance issue by the agreed upon date and time, the County may recover liquidated damages in the amount of the daily administrative fee, which will be set by the contract award amount, for every day the performance issue is not satisfactorily resolved. Recovery of liquidated damages will be identified on invoices and be deducted from payment for the contracted services.

Section 9 Certifications and Affidavits

Section 9.01 Contractor's Warranty against an Unresolved Finding for Recovery

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Contractor against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a proposal, Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior-to the award of any contract arising out of the ITB, without notifying the County of such finding.

Section 9.02 Suspension and Debarments

The County will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor 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://epls.arnet.gov/>.

Section 9.03 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this proposal including applicable state and federal laws regarding drug-free work places. The Contractor will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll

deductions required for all employees engaged by the contractor in the performance of the work specified in this proposal.

Section 9.04 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the proposal specifications, the awarded Contractor will be required to provide said certificate within seven (7) calendar days after notification to award to: Franklin County, Purchasing Department, 25th Floor, 373 S. High St., Columbus, OH 43215-4599. Failure to provide certificate within the stated time period may deem the Contractor as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 9.05 Non-Collusion Certification

By the signature affixed on Appendix A Exhibit 1 (*Non-Collusion Affidavit*) of the Proposal, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing proposal; that such proposal is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Offeror or person, to put in a sham proposal; or colluded or conspired to have another not proposal and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the proposals price of its proposal or any other Offeror, or that of any other Offeror, or to secure any advantage against any Offeror or any person or persons interested in the proposed contract and that all statements contained in the proposal are true; and further, that the Contractor has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

Section 9.06 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on Appendix A Exhibit 2 (*Non-Discrimination / Equal Opportunity Affidavit*), the Contractor certifies that he/she complies with all applicable laws regarding Non-Discrimination / Equal Opportunity. All contractors must be willing to enter a contract containing the express language contained in §125.111 of the Ohio Revised Code, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by §153.59 of the Ohio Revised Code, in the case of construction contracts by which the contractor agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no contractor or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights commission and the Minority Business Development Office established under §122.92 of the Ohio Revised Code.

Section 9.07 Delinquent Personal Property Taxes

By the signature affixed on Appendix A Exhibit 3 (*Delinquent Personal Property Taxes*) of the Proposal, the Contractor certifies that they are not charged with delinquent personal property taxes on the general list of

personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

Section 9.08 Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in a Contractor receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list.

Prior to award of the contract, the successful Contractor shall complete the DMA Form (attached Appendix A-4). Affixing a signature on Appendix A Exhibit 4 (Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization) of the Proposal, the Contractor certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer “yes” to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (attached with the DMA form).

Section 10 Special Considerations

Section 10.01 Business Associate Agreement

Not applicable to this contract.

Section 10.02 Confidentiality

Each party acknowledges that performance of this Agreement may involve access to and disclosure of data, rates, procedures, materials, lists, systems and information (collectively "Confidential Information") belonging to the other. Except as set forth in the next paragraph, no Confidential Information shall be disclosed to any third party other than representatives of such party who have a need to know such Information, provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such Information must be maintained in strict confidence.

Notwithstanding the provisions of the previous paragraph, the Contractor understands and agrees that any Confidential Information may become subject to a Freedom of Information Act request, and may be releasable under the principles of Ohio law. In the event Franklin County receives any such request for any Confidential Information, it will promptly notify Contractor of the request to enable Contractor to take whatever action it deems appropriate to seek protection from disclosure.

Section 10.03 Green Initiatives

By adoption of Resolution 683-06, the Franklin County Board of Commissioners established the county’s commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices concerning vehicle performance and use of alternative fuels.

It is Franklin County’s intention to purchase goods that are manufactured using the least amount of new materials, the least amount of energy for their production and which make the least contribution to environmental pollution. In addition, it is Franklin County’s intent to do business with providers of goods and service who promote sustainable environmental policies within their own businesses and while doing business with Franklin County.

In order to meet the intent of the Board of Commissioners’ environmental and sustainability policy, vendors shall provide information in their bids, proposals or offers concerning the manufacturing processes used to produce their offered product; the percentage amount of recycled material contained in the product; the percentage amount of the item that can be recycled; and, whether the product meets EPA standards or has received certification/approval from an independent third party organization such as “Green Seal”, “Indoor Advantage”, “Eco Logo” or “Energy Star”.

To enable the Board to make selections consistent with this policy, vendors may submit a bid, proposal or offer proposing alternative products to the goods that were bid or specified.

Appendix A

Affidavits and Declarations

The following pages contain the affidavits and declarations
required for this bid.

NON-COLLUSION AFFIDAVIT
Exhibit A-1

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

_____ being first duly SWORN,
deposes and says that they are the _____ or authorized representative
of _____

or is the party submitting this bids; that such bids is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person to submit a sham bids, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bids price of affiant or any other bidder; to fix any overhead, profit or cost element of said bids price, or of that of any other bidder; to secure any advantage against the County of Franklin or any person or persons interested in the proposed contract; that all statements contained in said bids of bids are true, and that, such bidder has not, directly or indirectly submitted this bids, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bids being submitted.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20____.

Notary Public

My Commission expires _____, 20____ (Seal)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
Exhibit A-2

STATE OF _____
COUNTY/PARISH OF _____ SS:

_____ being first
Printed Name

duly sworn, deposes and says that they are

(President, Secretary, etc.)

of _____, the party who made the foregoing bids; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the bids and contract under this bids, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____. (Seal)

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

Exhibit A-3

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Project: Parenting Seminars

Department: Franklin County Court of Common Pleas, Division of Domestic Relations and Juvenile Branch

RFP No.: 2009-46-68

State of _____ County of _____, ss:

_____ Being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,

and as it's duly, authorized representative states that effective this day of _____,

- () is not charged with delinquent property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.
- () is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

<u>County</u>	<u>Amount:</u> _____ (include total amount and any penalties and interest thereon)
---------------	--

Franklin	\$ _____
----------	----------

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

(Affiant)

Sworn to and subscribed this _____ day of _____, 20____.

(Notary Public)

Section 5719.042 O.R.C.

My Commission expires _____, 20____ (Seal)

Exhibit 4

DECLARATION REGARDING MATERIAL ASSISTNACE / NONASSISTANCE
TO A TERRORIST ORGANIZATION

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

**Ohio Department of Public Safety
Ohio Homeland Security**

U.S. Department of State Terrorist Exclusion List

Terrorist Exclusion List Designees

- Al-Ittihad al-Islami (AI)AI)
- Al-Wafa al-Igatha al-Islamia
- Asbat al-Ansar
- Darkazanli Company
- Salafist Group for Call and Combat (GSPC)
- Islamic Army of Aden
- Libyan Islamic Fighting Group
- Makhtab al-Khidmat
- Al-Hamati Sweets Bakeries
- Al-Nur Honey Center
- Al-Rashid Trust
- Al-Shifa Honey Press for Industry and Commerce
- Jaysh-e-Mohammed
- Jamiat al-Ta'awun al-Islamiyya
- Alex Boncayao Brigade (ABB)
- Army for the Liberation of Rwanda (ALIR) -- AKA: Interahamwe, Former Armed Forces (EX-FAR)
- First of October Antifascist Resistance Group (GRAPO) -- AKA: Grupo de Resistencia Anti-Fascista Primero De Octubre
- Lashkar-e-Tayyiba (LT) -- AKA: Army of the Righteous
- Continuity Irish Republican Army (CIRA) -- AKA: Continuity Army Council
- Orange Volunteers (OV)
- Red Hand Defenders (RHD)
- New People's Army (NPA)
- People Against Gangsterism and Drugs (PAGAD)
- Revolutionary United Front (RUF)
- Al-Ma'unah
- Jayshullah
- Black Star
- Anarchist Faction for Overthrow
- Red Brigades-Combatant Communist Party (BR-PCC)
- Revolutionary Proletarian Nucleus
- Turkish Hizballah
- Jerusalem Warriors
- Islamic Renewal and Reform Organization
- The Pentagon Gang
- Japanese Red Army (JRA)
- Jamiat ul-Mujahideen (JUM)
- Harakat ul Jihad i Islami (HUJI)
- The Allied Democratic Forces (ADF)
- The Lord's Resistance Army (LRA)

Ohio Department of Public Safety
Ohio Homeland Security

Designated on February 18, 2003

- Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment)
- Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
- Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
- Youssef M. Nada & Co. Gesellschaft M.B.H.
- Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tamir E-Nau; a.k.a. Ummah Tamir I-Nau; a.k.a. Ummat Tamir E-Nau; a.k.a. Ummat Tamir-I-Pau)
- Loyalist Volunteer Force (LVF)
- Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
- Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghanistan)
- Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)

REFERENCES

Appendix B

Please provide three references, including company names, addresses, telephone numbers, and persons to contact that can provide a reference for your company. Please provide references that can confirm your ability to provide products or services or a similar scope to this bid. Failure to provide three references may be annotated as a discrepancy during evaluation.

1) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

2) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

3) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

Appendix C
PERFORMANCE BOND DATA SHEET

Not applicable to the RFP

Appendix D

Instructions

The Franklin County Board of Commissioners is seeking ways to reduce the amount of paper submitted required to be submitted with bids.

For your bid to be complete, please choose one of the below options for your bid submission.

Franklin County requires three signed copies with original signatures of all the documents and scanning all the completed documents to a CDROM or floppy disc.

**Appendix D
Bidder Deliverables Checklist**

All of the Below The Below Requested Documents + Scanned to a CD Rom

Form Or Document	Description & Number of Documents	✓
BID BOND REQUIREMENT Refer to Section 2.02 Administrative Requirements. <i>Failure to provide the Bid Bond as described in this Section will deem your bid non-responsive and <u>your bid will not receive further consideration.</u></i>	One \$500.00 proposal bid bond in form of a: • Surety Bond • A Certified Check, Cashier's Check, Official Check or Money Order from a solvent bank or savings and loan association. • Money Orders from the United States Post Office are acceptable. • Company and Personal Checks are not permissible. Proposal Bid Bonds <u>must</u> be made payable to or identify as the payee or obligee "The Franklin County Board of Commissioners."	
One Original Copy (unless otherwise noted) of all Documents in this Bid in Completed Form	As Listed Below. Also include the Terms and Conditions to acknowledge receipt and acceptance.	
Contract Terms and Conditions, PUR-GTC1001<u>in its entirety</u>)	3 Copies <i>NOTE: Any vendor modifications annotated on the bid document will be deemed as taking exception to the specifications or terms and conditions will deem your bid as non-responsive and will not receive further consideration</i>	
Workmen's Compensation Liability Certificate	3 Copies (If required by law to provide)	
Certificate of Insurance	3 Copies. The Franklin County Board of Commissioners and this Bid Number must be identified as additional insured.	
Appendix A-1, A-2 & A-3 Collusion, Tax & Non-Discrimination Affidavits	1 Signed and Notarized Original and 2 copies of Each Completed Document	
Appendix A-4 Declaration RE: Material Assistance/Non-Assistance to a Terrorist Organization	1 Signed Original and 2 copies of the Completed Document.	
Appendix B References	1 Original and 2 copies of the Completed Original Document	
Appendix C Performance Bond	1 Original and 2 copies of the Completed Original Document. If no performance bond is required, leave blank.	
Appendix D Bidders Deliverable List	1 Original and two copies of the Original Document Completed Indicating Fulfilling the Requested Deliverables.	
Appendix E Pricing Sheet	1 Original and two copies of the Completed Document.	
Appendix F Scope of Work	3 Copies of the Scope of Work. Include all requested materials in the Specifications	

Appendix E

Pricing Sheet

Cost per Seminar to provide thirty-six (36) seminars on an annual basis (January thru December) not to exceed two (2) hours in length. Additionally, seminars shall be provided during both normal working hours and evening hours.

Per Seminar Cost \$_____

Company Name

Authorized Signature

Printed Name

Date

Appendix F SPECIFICATIONS

OVERVIEW

The Franklin County Court of Common Pleas Division of Domestic Relations and Juvenile Branch (Court) is vested with jurisdiction to dissolve marriages. Pursuant to O.R.C. 3109.053, the Court may require parents seeking a divorce, legal separation, annulment or the allocation of parental rights and responsibilities to attend classes on parenting or other related issues before the Court issues an order allocating parental rights and responsibilities. The Court has adopted a local court rule requiring divorcing parents to attend a parenting education seminar and collects a filing fee of \$22.00 per case to pay for the seminars.

SCOPE OF SERVICE

The Court provides an educational seminar for divorcing parents, and certain unmarried parents, to help prevent long-term problems associated with divorce and separation for their children and families. Parent education reflects the Court's desire to provide non-adversarial alternatives for resolving child-related problems and issues.

The seminar provides parents information about how divorce affects families, particularly children, and to help parents feel they have influence over how their child handles divorce. Both parents are strongly encouraged to be involved and responsible for post-divorce parenting. Parents should realize they can help their children work through divorce even if one parent is absent.

QUALIFICATIONS

Bidder shall have five (5) years of experience in providing divorce/parenting education or counseling.

SERVICE AND PROGRAM COMPONENTS

1. Utilize evidence based curriculum and best practices from both research and experience in the field. If bidder's program is based upon a published best practice or research method, please include a description of curriculum.
2. Provide a seminar at Bidder's location and/or community site. Specify the location and address transportation, parking, safety and security issues by site location.
3. Provide thirty-six (36) seminars on an annual basis (January thru December) not to exceed two (2) hours in length. Additionally, seminars shall be provided during both normal working hours and evening hours.
4. Address the minimum and maximum number of individuals to be included in each seminar.
5. Address whether parents may attend separately or together.
6. The seminar curriculum should include, but not be limited to the following topics.

- a) How to discuss divorce with children
- b) The most common step-family issues
- c) Healthy communications
- d) What kids need to maintain stability
- e) Help your child adjust to two households
- f) Co-parenting
- g) Recognizing signs of abuse
- h) Legal aspects of divorce
- i) Strategies for dealing with a difficult parent
- j) Avoiding the most common parenting mistakes
- k) How to create a healthy home environment
- l) Positive parenting skills
- m) Managing your own emotional reactions
- n) Post divorce parental relationships
- o) Alternative dispute resolution vs. litigation
 - i. Explain mediation;
 - ii. The differences between mediation and litigation.
 - iii. How and when to access mediation.
 - iv. The role of attorneys as consultants during mediation.
 - v. The advantages of mediation.
- p) Other resources within the community

7. Provide a handbook/ manual for each participate to keep and use as a reference. **Bidder shall attach the handbook/manual, instructional aids including slides, videos/film or any other written material used in the seminar to the proposal.**

8. Provide a resource directory for each participant including informational resources and professional services in the community for divorcing or separated parents. **Bidder shall attach the resource directory to the proposal.**

9. Bidder may add to the seminar itself, included in the handbook or distributed as separate handouts to be offered to parents. **Bidder shall specify how these matters will be addressed and which presentation method will be used.**

- a) Domestic violence
- b) If one parent disappears
- c) Long distance parenting
- d) Effect of relocation of children
- e) Gay/lesbian parents
- f) Special need children

10. Address the notification process of parents, seminar registration, on-line registration and the reporting of the attendance for each individual participate to the Court. **Bidder shall attach a copy of the notification, registration form and the reporting of attendance form to the proposal.**

11. An evaluation instrument shall be completed by participants to assess the program after completion of the seminar. A quarterly report shall be submitted to the Court Director that details the results of the evaluation. **Bidder shall attach the evaluation instrument to the proposal.**

MISCELLANEOUS

The Bidder shall agree to engage in discussions with the Court about the potential or conceptual design of program enhancements such as an on-line course should the Court choose to initiate such discussions during the term of this contract.

12. Provide thirty-six (36) seminars on an annual basis (January thru December) not to exceed two (2) hours in length. Additionally, seminars shall be provided during both normal working hours and evening hours.

W-9

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.