



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

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

INVITATION TO BID AND CONTRACT DOCUMENTS

FOR

INVITATION TO BID NUMBER: **2011-02-15**

DATE AND TIME OF BID OPENING: **JUNE 20, 2011 AT 2:00 P.M.**

PROJECT NAME: **TEMPORARY STAFFING SERVICES**

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

SUMMARY OF PROJECT/BID

The Franklin County Board of Commissioners is seeking qualified bidders to supply Temporary Staffing Services for Franklin County. The awarded contractor(s) will be awarded a firm and fixed pricing contract for a one year period upon approval of the Board of Franklin County Commissioners with the option to extend for two additional 1-year periods.

***NAME OF COMPANY:** _____

NAME OF OFFICIAL: _____

****ORDER PLACEMENT/CONTACT NAME:** _____

ADDRESS: _____

CITY, STATE, & ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

* This must be your company's complete legal name.

** Order Placement/Contact Name is the Party whom will be main point of contact for Franklin County in regards to any and all questions pertaining to Offeror's Bid.

All contract terms, conditions, and specifications set forth in this bid document shall become part of the contract documents. Those making bids are reminded to return the entire Invitation to Bid with their submission to Franklin County Purchasing Department, 373 South High Street, 25th Floor, Columbus, Ohio 43215-6315.

STATEMENT OF RECEIPT FORM & "NO BID" FORM

Please indicate whether you or your company intends to bid or chooses not to bid on this commodity or service. It will help insure vendors will receive any addenda to or correspondence regarding this ITB in a timely manner. Franklin County is not responsible for the timeliness of delivery via the US Mail. Please complete this form and return as soon as possible to:

Fax: 614-525-3144 (preferred)

RE: ITB# 2011-02-15 Temporary Staffing Services

Email: jlfair@franklincountyohio.gov

Mail: Franklin County Purchasing

Attn: Jennifer Fair

ITB#: 2011-02-15

373 South High Street-25th Floor

Columbus, OH 43215-6315

_____ We have reviewed the bid documents and it is our intent to bid.

_____ We have reviewed the bid documents. We decline to bid 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#: _____

*** This must be your company's complete legal name.**

INSTRUCTIONS TO COMPLETE FOLLOWING SIGNATURE PAGE
titled “Invitation to Bid”

Each bidder **must complete and submit three originals of the following Signature page** when submitting a bid (titled “Invitation to Bid”). Please use blue ink.

To properly complete this form, please only complete the information on the bottom right-hand side:

1. Print your Company Name;
2. Have the Authorized Person from your organization sign their name in the “Authorized Signature” space;
3. Have the Authorized Person print their name in the space provided (this name must match the Authorized Signature) and print the date the form is signed.

Certificate of Good Standing:

If Offeror’s company is incorporated or registered in the State of Ohio, we require a Certificate of Good Standing. If the Offeror’s company is not registered or incorporated in the State of Ohio, we require a Certificate of Good Standing from the State of your incorporation:

To obtain an Ohio Certificate of Good Standing, please visit:

<http://www.sos.state.oh.us>

- Click on “Business Filings” then
- Click on the box titled “Business Name Search”

Please note that your business name on the following Signature Page **MUST** be consistent throughout your bid on ALL documents including Affidavits, Appendixes, W-9, Amendments and/or Clarifications and all other documents requiring your Company Name to be placed on the document. This must be your company’s *complete* legal name. Offerors must submit their bid under their legal name and not under a trade name or fictitious name. If a DBA is used, Offeror must include the legal name as well. This information will be confirmed prior to a contract being awarded.

**Commissioners**

Marilyn Brown, President

Paula Brooks

John O'Grady

Purchasing Department

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

Invitation to Bid

Franklin County
Purchasing-25th Floor
373 South High Street
Columbus, OH 43215-6315
Telephone (614) 525-3750
Fax (614) 525-3144
Bid Hotline (614) 525-6624



This signature page and all Articles and Appendices listed below are hereby incorporated into and made a part of this Contract:

Administrative Requirements:

Section 1 – General Instructions

Section 2 – Bid Requirements

Section 3 – Pricing & Estimates

Contract Terms and Conditions:

Section 4 – Miscellaneous Terms

Section 5 – Time of Performance

Section 6 – Delivery

Appendixes:

Appendix A – Exhibits A-1 thru A-5

Appendix C – Performance Bond Data Sheet – N/A

Appendix D – Bidder Deliverables List

Appendix E – Pricing Sheets

Appendix F – Specifications

Appendix G – Cooperative Contract Opportunity

W-9 Form

Section 7 – Invoicing, Payment and Taxes

Section 8 – Contract Administration and Reports

Section 9 – Contract Cancellation, Terminations, Remedies

Section 10 – Certifications and Affidavits

Section 11 – Special Considerations

Bid #: 2011-02-15**Description:** Temporary Staffing Services

Franklin County Board of Commissioners

Marilyn Brown, President_____
*** Company Name (Printed)**_____
Paula Brooks, Commissioner_____
Authorized Signature_____
John O'Grady, Commissioner_____
Printed Name & Date

APPROVED AS TO FORM:

Ron O'Brien

Prosecuting Attorney

Franklin County, Ohio

APPROVED AS TO FORM:

Karl H. Kuespert, C.P.M.

Director, Purchasing Department

Franklin County, Ohio

By: _____

Assistant Prosecuting Attorney

Date: _____

By: _____

Date: _____

* This must be your company's complete legal name.

General Information

Any questions that arise during the preparation of Bids concerning the content of the ITB shall be submitted, *in writing*, to Jennifer Fair, Bid Coordinator, for this project:

Jennifer Fair, Senior Purchasing Coordinator - Information Technology
Franklin County Purchasing Department, 25th Floor
373 S. High Street
Columbus, Ohio 43215-6315
Office: (614) 525-3750
Direct Line: (614) 525-3673
Fax: (614) 525-3144
Email: jlfair@franklincountyohio.gov

DEADLINE FOR QUESTIONS A deadline has been established for submittal of questions. Interested parties must submit all questions, in writing, via email, **June 10, 2011 by 5:00 p.m.** to be considered for a response. Questions received after this date and time will not receive a response. Questions must be submitted in writing to Jennifer Fair, Bid Coordinator.

BID OPENING Sealed bids are due **June 20, 2011 by 2:00 p.m.** at which time they will be publicly opened.

BID BOND Franklin County Purchasing requires that all vendors **MUST include an original Bid Bond in the amount of \$500.00 with each Bid** submitted to Franklin County, made payable to the "Franklin County Board of Commissioners," or Franklin County will deem an Offeror's Bid to be non-responsive and it will not receive further consideration (see Section 2.02, Administrative Requirements).

AMENDMENTS AND CLARIFICATIONS are posted to the Franklin County Purchasing web site (<http://www.franklincountyohio.gov/commissioners/prch/bid-opportunities/>). While the website is designed to email Amendments and Clarifications to those who have downloaded the ITB, it is ultimately the responsibility of all interested parties to monitor this web site for those additional documents. Amendments and Clarifications become a part of the bid and any subsequent awarded contract.

BID INSTRUCTIONS:

Franklin County requires clear and concise Bids. Offerors should take care to completely answer questions and meet the ITB's requirements.

Bid Format

Each Bid must include sufficient data to allow for the verification of the total cost of the Offeror's ability to meet the ITB's requirements. Each Bid 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.

Bid Contents

Each Bid must contain all information requested in the ITB. A checklist has been provided in the ITB (Appendix D) as a tool for bidder's use. However, it is ultimately the responsibility of the bidder to make sure they submit the required bid.

Submittal of Bids

Offerors' Bids should respond concisely and clearly to all of the inquiries contained in the Bid. All rates/fees should be provided as requested in the ITB and any additional costs should be clearly explained. Using the form provided, Offerors who receive a copy of this ITB, but decline to make an offer, are requested to submit a "Statement of Receipt/No Response Form." Franklin County will not enter into a Contract with an agent or broker on behalf of the Offeror. All Bids must be signed and submitted by the Offeror. Expectations and related performance requirements addressed in the ITB Specifications should be specific to your business model proposed for Franklin County. Offerors will be evaluated only on the product/services it provides, or it provides in collaboration with subcontractors.

Contract

The successful submitter will enter into a contract with the Franklin County Board of Commissioners (see Section 1.03, Administrative Requirements).

BACKGROUND INFORMATION

Franklin County is seeking qualified bidders to provide Temporary Staffing Services for Franklin County.

CALENDAR OF EVENTS

The schedule for the ITB is given below. Please note that dates are tentative and subject to change and/or modified by Franklin County, as necessary.

Key Dates	Event
May 23, 2011	Request for Bid (ITB) Notifications and ad placed for ITB. Inquiry process begins.
May 23, 2011	Bid instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
May 23, 2011 through June 20, 2011	Vendors submit their Intention to propose or decline response requested via <i>Statement of Receipt Form</i> and <i>"No Bid" Form</i> .
June 10, 2011	Offeror Question Submission Deadline (Q&A) : All questions pertaining to this ITB must be submitted in writing to Jennifer Fair, by the date and time listed, via email: jlfair@franklincountyohio.gov to be considered for a response.
June 13, 2011	Answers provided to Questions submitted are posted to the Franklin County Purchasing Department website in the form of a Clarification or Amendment.
June 20, 2011 at 2:00 p.m.	Sealed Bids are due to Franklin County Purchasing by 2:00 p.m. on June 20, 2011. Vendors must submit three original hard copies of all requested documentation (plus one blank copy) including binding signatures <u>by 2:00 p.m.</u> on the due date or Bid will be rejected. Bids will be opened at 2:00 p.m. and the names of vendors read aloud. Offerors may attend the Bid opening but are not required to do so. All Bids must include a \$500.00 Bid Bond made payable to the <i>Franklin County Board of Commissioners</i> .
July 5, 2011	Purchasing Department evaluation of bids is complete
July 11, 2011	Evaluation Committee recommends finalists
July 12, 2011 through July 15, 2011	Finalize Contract Documents/Obtain needed signatures
July 15, 2011	Contract paperwork submitted to Clerks office
July 21, 2011	Commissioners briefing
July 26, 2011	Commissioners Award / General Session Resolution
August 1, 2011	Effective start 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 bid document shall be excluded from the bid process. This exclusion shall be in effect as long as the consultant contract is in full effect and force.

Section 1.03 Contract Agreement

The final contract shall be a firm fixed price agreement between the County and the Contractor.

Section 1.04 Contract Components

This Contract consists of the complete Invitation to Bid, including the Contract Terms and Conditions, the Bid specifications, Pricing Sheet(s), all documents requiring Offeror’s signatures, and any written amendments/addendums to the Invitation to Bid; the Offeror’s complete competitive sealed Bid, including proper modifications, clarifications, and samples; and applicable, resolutions, purchase orders and/or other ordering documents.

Section 1.05 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 1.06 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 online at www.franklincountyohio.gov/Bidops/ or in person 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. Failure to register prior to the award of a contract may deem the recommended vendor as non-compliant with the terms and conditions of the contract and may result in legal liability. Please note that when downloading bid opportunities from the Purchasing Department website, interested parties are prompted to register their company.

Section 1.07 Inquiry Process/Additional Information

Any questions that arise during the preparation of Bids concerning the content of the ITB shall be submitted in writing to the Franklin County Purchasing Department.

A deadline has been established for submittal of questions. **Interested parties must submit all questions, in writing, via email, to Jennifer Fair at jlfair@franklincountyohio.gov no later than 5:00 p.m. on June 10, 2011** to be considered for a response. Questions received after this date and time will not receive a response. Unauthorized contact with any Franklin County staff concerning this ITB except through the inquiry method with questions specific to the contents of this ITB is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication.

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 ITB but declines to make an offer is requested to submit a Decline to Offer notification by utilizing the *Statement of Receipt Form* and *“No Bid” Form*.

Section 1.10 Compliance with Specifications and Terms and Conditions

The county cannot accept any changes to the ITB terms and conditions nor is the County allowed to accept any additional agreements that were not part of the originally posted ITB documents. The County will make any changes to the ITB Terms and Conditions or specification through the issuance of amendments or clarifications. If an Offeror submits an ITB with changes, mark-ups or submits its own standard contract for signature that bid will be determined to be non-responsive and will not receive further consideration or evaluation.

Section 1.11 Conflict of Interest

Each Bid 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 Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Section 1.12 Representations

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 BID REQUIREMENTS

Section 2.01 Bid Opening

Bids are due by 2:00 p.m. on June 20, 2011 (EDT). All sealed bids 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 bids are received and will be the sole factor in determining if bids are received in time to be considered. The opening of the sealed bids will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor, Columbus, Ohio 43215-4598. Interested Offerors may attend the opening of the Bids but are not required to do so. 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 Bid Bond in the amount of \$500.00 MUST be included with each bid or Franklin County will deem an offeror's bid to be non-responsive and will not receive further consideration. Notice of a claim of right to withdraw such Bid must be made in writing filed with the contracting authority within two business days after the conclusion of the Bid opening procedure (O.R.C. §9.31). The bond is to be in one of the following forms:

- A Surety bond
- A Certified check, Official Check or Cashier's check from a solvent bank, or Savings and Loan Association
- A Money Order from a solvent bank, Savings and Loan Association or the United States Post Office.

Company and Personal Checks are not acceptable. Any other form of bond, including Company or Personal Checks shall be rejected and the bid will not receive further consideration.

All bid bonds, using one of the accepted forms above, must be made payable to the **Franklin County Board of Commissioners or identify the board as the payee or obligee.**

Failure to provide the bond in the proper form and identifying the proper obligee will automatically determine your bid to be non-responsive and your bid will not receive further consideration. Bonds will be returned to all successful and unsuccessful vendors within 30 days of contract award.

Section 2.03 Pre-Bid Conference

Not applicable to this ITB.

Section 2.04 Bid 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 Bid. Total liability of the County is limited to terms and conditions of a resulting Contract.

Section 2.05 Bid Instructions

1) Franklin County requires clear and concise Bids. Offerors should take care to completely answer questions and meet the ITB's requirements.

2) **Each Bidder is required to submit three (3) original hard copies of their bid** (plus one blank copy) by no-later-than 2:00 P.M. the day the Bids are scheduled for opening. Please see the recommendations listed in Appendix D for Offeror's when preparing their Bid(s). Contractors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paperclips, paper clips, binder clips or rubber banded to keep them orderly. This includes any amendments or addendums applicable to the bid. All hardcopy documents will be on 8.5-inch x 11-inch paper, brochures should be copied to the same format.

3) Each Bid must be submitted in a SEALED envelope or similar containers with the submitting Bidder's Company Name and Address, Bid Number and Bid Title CLEARLY MARKED on the exterior. If an Offeror uses an express mail or courier service, the Bid 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 Bid that is not properly and clearly marked and is inadvertently opened before the scheduled Bid opening time may be disqualified without additional consideration. **Faxed and emailed bid submissions are not acceptable.**

Section 2.06 When Bids May Be Delivered

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

Purchasing receives Bids 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 Bids are received and will be the sole factor in determining if Bids are received in time to be considered.

Section 2.07 Where Bids Must Be Delivered

Bids must be delivered to the following address:

Franklin County Purchasing Department – 25th Floor
Attention: ITB# 2011-02-15 ~ Temporary Staffing Services
373 South High Street
Columbus, Ohio 43215-6315

Section 2.08 Clarifications, Amendments, and Addendums

1) If an Offeror discovers any inconsistencies, errors, or omissions in the Request for Bid, 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. Interested parties must submit all questions, in writing, via email, to Jennifer Fair at jlfair@franklincountyohio.gov no later than 5:00 p.m. June 10, 2011 to be considered for a response.

2) Clarifications will be made no later than five (5) business days before the date of Bid opening, unless otherwise noted. 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 affect all Bids.

3) During the Bid process, Offerors may be furnished certain amendments / addendums / clarifications covering additions and / or deletions to the ITB documents. Amendments / addendums / clarifications will be included in the Bid documents and will become a part of Contract. Amendments / addendums / clarifications may be issued at anytime preceding the Bid opening date. Franklin County reserves the right to postpone the Bid opening for its convenience. Any information given a prospective Offeror concerning the Bid 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 Bid. Those interested in submitting a response to this Bid shall monitor that web site for any amendments / addendums or clarifications to assure complete compliance with specifications, terms and conditions.

4) When it is necessary to modify a Request for Bid, Purchasing does so by written amendment or addendum only. All amendments / addendums will be posted to the Franklin County Purchasing Department's website at: <http://www.franklincountyohio.gov/commissioners/prch/bid-opportunities>. Oral instructions, given before the opening of a Bid or the award of a contract, will not be binding.

Section 2.09 Corrections before Bid Opening

Prior to the Bid opening, if an Offeror withdraws its Bid 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 Bid 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 Bid within the time constraints of the established Bid opening time and date. Failure to resubmit a corrected Bid within the established time and date shall be considered late and will not be accepted. Corrected Bids received through the mail after the specified Bid opening date and time will be returned to the Offeror unopened.

Section 2.10 Corrections after Bid Opening

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

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

Section 2.11 Bids are Firm for 90-Days

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

Section 2.12 Bid Rejections

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

- 1) Bids offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Request for Bid.
- 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 Bids 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 2.13 Lowest and Best Offeror

An Offeror is lowest and best if its Bid offers the best-cost and supply or service in comparison to all other Offerors as set forth in the evaluation paragraph in the Bid. 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.

Section 2.14 Evaluation Process

The evaluation process will consist of the following phases:

- a. Phase 1 - Initial review of Bids for compliance
- b. Phase 2 – Evaluation of Bid Submissions

Phase 1 - Initial Review of Bid

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

Phase 2 - Evaluation of Bid Documents

Franklin County will evaluate each Bid and the requirements according to the criteria contained in this part of the ITB. At any time during this phase, Franklin County may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its bid if Franklin County believes doing so does not result in an unfair advantage for the Offeror and it is in Franklin County's interest to do so.

Bid Evaluation Criteria

Franklin County will rate the Bids submitted in response to this ITB based on specific criteria.

Franklin County's determination of "lowest and best" Offeror includes, but is not limited to, the following factors (not ranked in any particular order of importance): Price; capability of the bidder to perform specifications; past performance; responsiveness; experience/references of the bidder.

This is intended to be a multiple bid, however, if it is in the best interest of Franklin County, the County reserves the right to award to one vendor, to reject all bids and re-bid, or not to make any award on an "all or none" basis. Bids are typically evaluated within 60 days.

Section 2.15 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 Offeror'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 Offeror'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 Offeror's responsiveness to the Request for Bid or to evaluate an Offeror's responsibility. If an Offeror does not provide the requested information, it may adversely impact County's evaluation of the Offeror's responsiveness or responsibility.

Section 2.16 References

Utilizing Appendix B References, Offerors must include with their proposal at least three (3) professional references, and include company names, addresses, telephone number(s), and names of person(s) to contact. Failure to provide the requested three references may be annotated as a discrepancy during evaluation (please see Section 2.14). All references should be similar scope and size to Franklin County and using the requested goods or services requested by Franklin County in a similar manner.

SECTION 3 PRICING AND ESTIMATES

Section 3.01 Pricing

Pricing sheets have been provided in Appendix E Pricing Sheets. Please complete the sheet(s) as requested in the instructions for that Section.

Section 3.02 Estimated Usage

Unless otherwise stated, the usage/job titles indicated are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the Contract. Franklin County makes no representation or guarantee as to the actual amount of products, services or units to be purchased by Franklin County or any of the participating agencies or that any purchases will be made by the purchasing agencies.

New job descriptions may be added throughout the life of the contract and any extensions to reflect the changing need of tasks performed in the County. These job descriptions will be circulated among the awarded bidders of this contract to get their bid price for the position. Awards will be made to the lowest and best bidders for the job description.

CONTRACT TERMS AND CONDITIONS

SECTION 4 MISCELLANEOUS TERMS

Section 4.01 Standard of Care.

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

Section 4.02 Indemnification

The Offeror shall assume the defense of, indemnify, and save harmless Franklin County and all Franklin County Agencies, including public officials, and employees receiving supplies or services under this contract from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Offeror's performance of the work required under this Contract and including Offeror's employees and agents.

Section 4.03 Offeror'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 Offeror 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 bid, Offeror 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 4.04 Performance Bond Requirements

Not applicable to this bid.

Section 4.05 Ethics

All Contractors 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

After the bids are opened they are public record as defined in Ohio Revised Code (O.R.C.) §149.93 and are subject to all laws appurtenant thereto.

All materials in the bid will become the property of Franklin County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to O.R.C. §149.43. Any portion of the bid 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. Pricing pages of the bid document shall be considered public information.

Section 4.07 Subcontracting

Subcontracting is not allowable under the terms of this Contract.

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 including any assignment through a merger or other corporate reorganization. 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.

The Contractor shall notify the County as soon as possible, but no later than sixty (60) days, prior to the Company converting into, merging or consolidating with or selling or transferring substantially all of its assets or business to another corporation, person or entity.

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 Contractors response. The Franklin County Board of Commissioners must be identified as **additional insured, project name, and the bid 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.

Comprehensive General Liability: up to \$1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Vendor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Franklin County Board of Commissioners, its officers, employees or agents.

Automobile Liability Insurance: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence rising out of ownership, maintenance or use of any automobile.

Excess Annual Aggregate Limit: \$3,000,000 dollars

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 4.11 Governing Law

This Contract shall be governed by and construed in all respects in accordance with the laws of the State of Ohio. Any disputes arising under this contract shall be settled in a court of competent jurisdiction, located in Franklin County, Ohio.

SECTION 5 TIME OF PERFORMANCE

Section 5.01 Time of Contract

This contract will be for a one (1) year period upon approval of the Board of Franklin County Commissioners with the option to extend for two (2) additional 1-year periods. The exact Contract commencement date and expiration date shall be set forth in the 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

Once extension contracts are agreed to, all prices during the contact extension periods will be firm and fixed for that extension period.

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 bid or completion of the contract extension.

SECTION 6 DELIVERY

Section 6.02 Time of Delivery

If Offeror is not able to fulfill the temporary staff request on the date and time specified by the County or any participating agency, Offeror must coordinate an acceptable date and time to the agency. If Offeror is not able to or does not provide the temporary staffing employee to a participating agency by the date and time provided / requested or by the date and time later agreed upon, the County and participating agencies reserve the right to contact the other contractor(s) to fulfill the temporary staffing request.

SECTION 7 INVOICING, PAYMENT AND TAXES

Section 7.01 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) Name of Franklin County agency/department utilizing the service
- 2) Job Title, bid rate and pay rate
- 2) Services provided and 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 7.02 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 7.03 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 8 CONTRACT ADMINISTRATION AND REPORTS

Section 8.01 Contract Administration

The management of 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 and failure of the Contractor to rectify the infraction(s) will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

Section 8.02

Usage Reports

At no cost to the County, the Offeror shall be required to provide quarterly, bi-annual, or annual usage reports as requested by the Purchasing Department. The report will include information as to purchasing activity under the Contract by all participating agencies within Franklin County and all outside entities utilizing the Contract. Report topics will include, but will not be limited to; agency name, account code, item descriptions, quantity, dollar value, aggregate sale to each agency, and other information such as requested by County. Electronic media is the preferred method of these reports. Failure to provide requested reports within seven (7) calendar days, after notification, may be deemed as default.

Section 8.03

Quality Assurance

Franklin County may monitor the temporary staffing services provided to agencies to ensure contract compliance. Franklin County may issue written corrective action notices to notify Contractor of concerns documented. The Contractor shall respond with the corrective action that will remedy the concern(s) noted within the time allotted and note the date the action will be implemented.

SECTION 9

CONTRACT CANCELLATION; TERMINATION; REMEDIES

Section 9.01

Contract Cancellation

The County may cancel this Contract Upon any one of the following events. 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.

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 9.02

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:

- a) Fails to Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
- b) Fails to Make progress, so as to endanger performance of this Contract; or
- c) Allows counties, townships, and other political subdivisions utilizing this contract under Section 11.01 Joint Purchasing Program Contract Opportunities to modify or make changes to any and all aspects of the County's contract.

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.

- a. If Franklin County terminates this Contract in whole or in part, for default under this Section 9.02 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.

- b. 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.
- c. 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.
- d. 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 9.03 Remedies

Actual Damages may be sought by Franklin County for all actual or direct damages caused by the Offeror's default. In the event of a default and if the County purchases or contracts for services or supplies that were to be provided by the Offeror, the County may recover the additional costs associated with acquiring the substitute supplies or services.

Section 9.04 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or 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 10 CERTIFICATIONS AND AFFIDAVITS

Section 10.01 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 10.02 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 bid 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 bid.

Section 10.03 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 bid 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, and 373 S. High St., Columbus, OH 43215-6315. 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 10.04 Non-Collusion Certification

By the signature affixed on Appendix A Exhibit A-1 (*Non-Collusion Affidavit*) of the Bid, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Offeror

or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price of its bid with 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 bid are true; and further, that the Contractor has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

Section 10.05 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on Appendix A Exhibit A-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 10.06 Delinquent Personal Property Taxes

By the signature affixed on Appendix A Exhibit A-3 (*Delinquent Personal Property Taxes*) of the Bid, 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 10.07 Declaration Regarding Material Assistance/Non-Assistance 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 Exhibit A-4). Affixing a signature on Appendix A Exhibit 4 (Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization) of the Bid, 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 10.08 Small and Emerging Business

For statistical purposes, Franklin County is seeking information on the size and demographic type of vendors replying to our bids. Utilizing Appendix A Exhibit A-5 (*Small and Emerging Business Information*), Proposers are asked to indicate whether their company, business or organization meets the descriptions provided for a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small and Emerging Business (SEB), or a Woman Business Enterprise (WBE). This is only for informational purposes and is not part of the evaluation process and will not be given any consideration with regard to an award.

SECTION 11

SPECIAL CONSIDERATIONS

Section 11.01 Cooperative Contract Opportunity

It is Franklin County's desire to make this a cooperative contract. State of Ohio political subdivisions based on the grid listed in Appendix G would have the opportunity to purchase the items on this bid under the same prices, terms and conditions. Utilizing Appendix G, please indicate the agencies you could service under this contract using the same pricing, terms and conditions. To service these counties under the cooperative language, the contractor shall not be allowed to increase any fees and or impose any other charges that are not part of the original contract. It is not mandatory to service any area beyond the boundaries of Franklin County nor is it mandatory to agree to provide any services to any other political subdivision. Franklin County, in accordance with ORC Section 9.48, will permit authorized counties or townships to participate in contracts that Franklin County has entered into for the purchase of certain supplies, services, materials, and equipment. It is the responsibility of participating political subdivisions to ensure that they meet the requirements of ORC Section 9.48 prior to ordering any supplies or services.

Upon contract award, authorized counties, townships, and other political subdivisions are approved to order directly with the supplier. All invoices shall be sent directly to the ordering political subdivision's address. Under no circumstances is Franklin County obligated for any financial commitments for any supplies or services purchased under this contract.

Under no circumstances is any municipality, county, or authorized political subdivision authorized to modify the pricing, terms and conditions, or specifications of this contract. Vendors who allow for the above modifications could have this provision stricken from this contract or could be subject to the County invoking its rights under Section 9.02, Termination for Default.

Section 11.02 Governing Law/Venue

This Agreement shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such courts.

Section 11.03 Entire Agreement/Amendment/Waiver

This Agreement and its exhibits and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Agreement shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Agreement. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such amendment and waivers shall only be binding against the County if signed by the Board of County Commissioners.

Section 11.04 Notices

All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by telecopier or by e-mail. Notice shall be sent to the following addresses:

To the Contractor:

Attention:

Address:

Address #2:

Telephone:

Facsimile:

Printed Company Name

Applicable Company Contact

Street or PO Box

City, State and Zip

(____) _____ - _____

(____) _____ - _____

If to the County:

Franklin County Purchasing Department
Attention: Purchasing Director
373 S. High Street, 25th Floor
Columbus, OH 43215
Telephone: (614) 525-7266
Facsimile: (614) 525-3144

APPENDIX A

AFFIDAVITS AND DECLARATIONS

The following pages contain the Affidavits and Declaration required for this bid:

NON-COLLUSION AFFIDAVIT, Exhibit A-1

(Must be Completed and Notarized)

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

(Must be Completed and Notarized)

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT, Exhibit A-3

(Must be Completed and Notarized)

**MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION
DECLARATION, Exhibit A-4** *(Must be Completed; does not need to be notarized)*

SMALL AND EMERGING BUSINESS INFORMATION, Exhibit A-5.

(Please Complete for Informational purposes. Does not need to be notarized.)

EXHIBIT A-1

NON-COLLUSION AFFIDAVIT

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)

EXHIBIT A-2

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY/PARISH OF _____

_____ 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 a contract under this bid, 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)

EXHIBIT A-3

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

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: TEMPORARY STAFFING SERVICES

Department: PURCHASING

ITB No.: 2011-02-15

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.
(Seal)

My Commission expires _____, 20____

Exhibit 4

**DECLARATION REGARDING MATERIAL
ASSISTANCE / NONASSISTANCE TO A TERRORIST ORGANIZATION**

***** FOR INSTRUCTIONAL USE ONLY *****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

***** FOR INSTRUCTIONAL USE ONLY *****



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 by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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, financial services, 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.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
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			PHONE () -	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) 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
- 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
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- 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
- 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

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

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.

APPLICANT SIGNATURE X	DATE
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OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

Terrorist Exclusion List

As of March 2009

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLF)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

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U.S. Department of State Terrorist Exclusion List

1. 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 Afghania)
2. 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; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salifiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

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39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. 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)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabililah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. 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 Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. Wafa Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

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11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)
- American Friends of the United Yeshiva (Kahane Chai and Kach)
- American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)
- Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

Exhibit A-5

Small and Emerging Business Information

Franklin County is seeking for statistical purposes information of the size and demographic type of vendors replying to our bids. Please take a moment and check the following descriptions that apply. This is only for information purposes and is not part of the evaluation process and will not be given any consideration with regard to an award.

☐ **Disadvantaged Business Enterprise (DBE) Definition**

Disadvantaged business concern, as used in this definition, means a small business concern that has received certification as a disadvantaged business concern consistent with 13 CFR part 124, subpart B; and (1) no material change in disadvantaged ownership and maintained by the Small Business Administration.

☐ **Minority Business Enterprise (MBE) Definition**

Minority business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more minorities or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and (2) whose management and daily business operations are controlled by one or more minorities. The County may request verification of self-certification by requiring a vendor to show evidence of MBE certification from the State of Ohio, City of Columbus, or any other political subdivision deemed acceptable to the County. "Minority business enterprise" means Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians as defined in the Ohio Revised Code.

☐ **Small and Emerging Business (SEB) Definition**

A small and emerging business is defined as a business concern, operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether processes, patents, license agreements, facilities, sales territory, and nature of business activity, Emerging Business, for the purpose of this program, shall be defined as those businesses that are not greater than 50% of the small Business Administration criteria for a small business. Such businesses shall be headquartered or have significant presence in Franklin County.

☐ **Women Business Enterprise (WBE) Definition**

Women-owned business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women. The County may request verification of self-certification by requiring a vendor to show evidence of WBE certification from the State of Ohio, City of Columbus, or any other political subdivision deemed acceptable to the County.

☐ **None of the Above**

The business bidding does not meet one of the above definitions.

Appendix B REFERENCES

Utilizing Appendix B References, Offerors must include with their proposal at least three (3) professional references, and include company names, addresses, telephone number(s), and names of person(s) to contact. Failure to provide the requested three references may be annotated as a discrepancy during evaluation (please see Section 2.14). All references should be similar scope and size to Franklin County and using the requested goods or services requested by Franklin County in a similar manner.

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 THIS ITB

Appendix D
BIDDER DELIVERABLES LIST

INSTRUCTIONS

Franklin County requires:

Three completed original hard copies of all requested documents listed in Appendix D plus one blank copy of the ITB (to ensure receipt and as a means of showing acceptance of Administrative Requirements and Contract Terms and Conditions):

1. Download and print one copy of the ITB from the Purchasing Department website.
2. Take to your printer and make 3 copies - keep all copies separated by rubber-bands or binder clips in the order they print. You now have four "sets."
 - One of these becomes your "blank" copy of the ITB.
 - The other three become your Originals.
4. Using blue or black ink, fill in every required page in each Original -- make sure that you carefully read the entire ITB for requested information where a form is not provided and that you must create. Notarize forms where required. Use Appendix D as a guide for completing forms.
5. All become your Bid, along with your \$500 Bid bond (made payable to the Franklin County Board of Commissioners) - submit all in a clearly marked, *sealed* envelope, folder or box. Clearly print your company's name, the ITB # and ITB Name on the outside. Submit your bid by the Bid opening date and time to the Franklin County Purchasing Department, 373 S. High Street, 25th Floor, Columbus, Ohio 43215. Allow adequate time to navigate downtown traffic, parking, accessing security checkpoints and elevator wait times within the Franklin County Courthouse building. Any bid received after the bid opening date and time will be automatically rejected.

Please use the attached Appendix D – Bidder Deliverables Checklist as a reference when preparing your Bid.

Appendix D - Bidder Deliverables List

Three originals plus one blank copy - Originals must be completed in blue or black ink.

FORM OR DOCUMENT	DESCRIPTION & NUMBER OF DOCUMENTS	✓
BID BOND REQUIREMENT <u>Failure to provide the Bid Bond as described in this Section will deem your Bid non-responsive and your Bid will not receive further consideration.</u>	One (1) \$500.00 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 acceptable. Bid bond <u>must</u> be made payable exactly to or identify as the payee or obligee as the " <i>Franklin County Board of Commissioners.</i> "	
Signature Page (aka Invitation to Bid form)	3 Originals – Completed	
A complete Copy of ITB <i>in its entirety</i>	1 Copy to <u>acknowledge receipt and acceptance</u> of ITB, terms and conditions. NOTE: Any Offeror who makes modifications on the ITB document or its forms will be deemed as taking exception to the specifications or terms and conditions and may deem your Bid as non-responsive.	
Workmen's Compensation Liability Certificate	3 Copies , if required by law (Ohio law requires proof of Workers Compensation).	
Certificate of Insurance (see Administrative Requirements, Section 4.10)	3 Copies of Certificate of Insurance – Franklin County Board of Commissioners, ITB Name and ITB Number must be identified as additional insured.	
Appendix A – Affidavits and Declarations (Exhibits A-1, A-2, A-3, A-4 and A-5)	3 Originals of each – Completed, signed and Notarized where applicable.	
Appendix B – References	3 Originals – Completed	
Appendix C – Performance Bond	Not applicable to this ITB	
Appendix D – Bidder Deliverables List	Submission is not required – information and checklist is for Offeror's reference.	
Appendix E – Pricing Sheets	3 Originals – Completed and Signed.	
Appendix F – Specifications	3 Copies of Completed Questionnaire - and any additional requested information, as applicable	
Appendix G – Cooperative Contract Opportunity	3 Copies - Completed (Offeror is to checkmark options, as applicable)	
W-9 Form	3 Originals – Completed and Signed	
Amendments/ Clarifications	3 Originals – Completed and Signed.	

Appendix E PRICING SHEETS

Below please find the Job Title and General Functions and Minimum Qualifications (i.e. Job Descriptions). Please type or clearly print your Bid Rate and the Pay Rate to the Temporary employee. If submitting vendor does not wish to provide a bid and pay rate for a specific job title, please indicate by writing "No Bid."

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

Account Clerk 1 Post, audits, codes, processes routine transactions; some typing/data entry/spreadsheet use

Able to read, write, add, subtract, multiply, divide, calculate fractions, decimals, percentages plus bookkeeping; 6 -12 months experience; adding machine/calculator: 1 month experience; typing/word processing/spreadsheets: 3 - 6 months experience.

Bid Rate: \$	Pay Rate to Temp: \$
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TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

Account 1 Establishes accounting systems; solves problems; performs financial analysis and prepares financial reports; coordinates purchasing/inventory contracts.

Able to read, write, add, subtract, multiply, divide, calculate fractions, decimals, percentages adding machine/calculator: 1 month experience, plus accounting/auditing 9 - 12 months experience.

Bid Rate: \$	Pay Rate to Temp: \$
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TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

Administrative Secretary 1 (Admin. Coordinator) Coordinates unit business/personnel records/processing; research/drafts technical reports; develops/maintains policies/procedures for academic business, clinical, research programs; hires/trains/assigns/evaluates clerical staff; uses word processor, software, typewriter to prepare letters, reports, manuscripts (academic, business, clinical, research units); composes proofs, corrects, signs non-routine/special letter for administrator; creates/manages confidential/highly complex files; meetings, agendas, travel, committees, government, public.

Able to read, write, add, subtract, multiply, divide, calculate fractions, decimals, percentages plus secretarial science: 1 year experience; public relations/receptionist: 3 months experience; supervision: 1 month experience; word processing, software, typing: 1 year experience (key-board test must =>55wpm); shorthand/machine transcription: 1 month experience (keyboard test must =>80 wpm); medical, legal, scientific, other language: 1 month experience.

Bid Rate: \$	Pay Rate to Temp: \$
---------------------	-----------------------------

**Appendix E
PRICING SHEETS**

TITLE: GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

**Cashier 1
(Sales Assistant)**

Greets customers; receives money; makes change; balances receipts; answers phone.

Able to read, write, add, subtract multiply, divide, plus cash register: 1 month experience.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

**Clerical Specialist 2
(Office Assistant)**

Manages special/complex files/ records; prepares medical/legal reports; greets public, answer phone; order supplies/keeps inventory, codes data, enters/verifies code data onto keyboard.

Able to read, write, add, subtract, multiply, divide, plus office machine/procedures: 1 month experience.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

**Clerk 1
(Office Assistant)**

Routine filing; Data entry; Sort distributes, packages mail; answers phone, greets public; makes appointments; collates; codes; sorts; stuffs; makes copies/change.

Able to read, write, add, subtract; multiply, divide.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

**Data Entry Operator
1 (Office Production
Assistant)**

Enters/verifies/corrects coded data onto keyboard; proofs/files output.
Able to read, write, plus data entry/spread-sheets: 1 month experience.

Bid Rate: \$

Pay Rate to Temp: \$

Appendix E PRICING SHEETS

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

**Data Entry
Operator 2
(Office Assistant)**

Enters/verifies/corrects coded data onto keyboard; proofs/files output; sends, distributes mail; sort files; trains/assigns other data entry Productions operators.

Able to read, write, add, subtract, multiply, divide plus data entry/spreadsheets: 1 month experience.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

**Network
Technician/
Administrator**

Respond promptly to trouble tickets related to workstations, servers, devices and network connectivity issues. Assist with trouble ticket resolutions. Monitor network for errors and potential problems. Maintain current network configuration according to precedent and standards. Create/maintain documentation. Assist in training customers, technicians, coordinators, and data center personal. Effectively and politely communicate with end users and agency personal.

LAN/WAN experience, server experience, administration experience (adding/deleting users and directories, establishing network rights and security, etc.). Experience with various Operating Systems (Microsoft Windows, Novell, UNIX). Experience with protocols (TCP/IP, IPX/SPX, Internet (PPP, SLIP), network topologies (Ethernet Token Ring), and network connections (routers, switches, and hubs). Experience with the analysis, configuration, installation, and security of wireless LAN systems.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

**Computer
Operators**

Monitors and controls computers and peripheral equipment according to operating instructions. Execute jobs running on all computer systems. Selects and loads input and output units with materials such as tapes, forms or paper for operating runs. Print and distribute various reports. Operate and maintain peripheral equipment including Xerox Laser printer, IBM printers, Tape drives, and post-processing equipment. Monitor all computer hardware and computer consoles for error messages or printouts. Corrects machine stoppages or faulty output. Answer telephone or assist users at counter with minor computer programming problems or questions. Maintain and clean computer equipment and operations area. Perform other duties as required to meet the operational needs of the Data Center.

Knowledge of the principles, practices and techniques of computer operations. Experience in the following: Operating and monitoring IBM AS/400 iSeries Computer Systems running OS/400; Various Windows Operating Systems; UNIX servers and communications equipment; and execute jobs running on all computer systems.

Bid Rate: \$

Pay Rate to Temp: \$

Appendix E PRICING SHEETS

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

**Help Desk
Professional**

Perform Help Desk/Customer Service Center operations to include call logging, and trouble ticket assignment and follow-up. Troubleshoots hardware, operating system, and application software. Assists customers with "how to" questions on system operation, configuration, and effective use of installed applications.

Experience with the HEAT Help Desk system is desired. Customer service and troubleshooting experience with Microsoft Office, Microsoft Windows Operating Systems, Lotus Notes, Lotus Smart Suite, Email packages, Novell, Unix, and IBM AS/400 iSeries operating environments. Excellent communication and problem solving skills are required.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

**Client/Server
Applications
Developer**

Experience with Java, VB.NET and ASP.NET software technologies (1-2 years). Prior experience in building object-oriented applications, C, C++, ASP, Visual Basic preferred (2-3 years). Proficient in building complex SQL statements and stored procedures.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

**Desktop Computer
Technician**

Installs configures, and troubleshoots desktop system hardware and applications software, with various operating systems, administrative utilities and network connections.

Experience with current Microsoft Windows Operating Systems, Microsoft Office, Microsoft Exchange, Microsoft Outlook, Lotus Notes, Lotus Smart Suite, Microsoft Explorer, Netscape Communicator, Novell 3.X, 4.X, Unix, mainframe/mid-range emulation packages. Experience in desktop conversions to include software rollouts or refreshes, implement desktop standards, or facilitate hardware upgrades.

Bid Rate: \$

Pay Rate to Temp: \$

Appendix E PRICING SHEETS

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

Web Developer

Maintain the agency's supported web site (Internet/Intranet) including file management, site maintenance and interactive web development. Develop, research, lay out, write/edit new sections/features for the site's web pages (including graphics and multimedia content). Technical knowledge includes a thorough knowledge of HTML, PHP, Microsoft SharePoint products and technologies, web site development and management, and web technology.

Ability to design web pages and effectively present information using web page design and publishing tools. Must have the ability to effectively communicate with individuals who have varying degrees of technical knowledge to translate communication requirements into interactive web presentations. Working knowledge of Microsoft Windows operating systems. Working knowledge of Microsoft Internet Information Server.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

**JAVA Programmer
/Analyst**

Candidate must be highly proficient in Java and Java related technologies. Candidate must be able to port J2EE applications to WebSphere 5.1 (or latest version). The Candidate must have expertise in supporting and configuring WebSphere Application Server. Candidate must have Experience in: Java, XML and SQL programming using IBM WSAD (WebSphere Studio Application Developer) or RAD (Rational Application Developer); J2EE skills using IBM WAS (WebSphere Application Server). Experience with IBM DB2 (Database) and MS SQL Server as required by individual projects. Must be able to analyze business needs to develop programming requirements and produced finished applications.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

**Application
Programmer/
Analyst**

Uses COBOL, Java, CICS, and CL, and top-down structured programming techniques. Sets up production job streams. Writes program documentation, job documentation and/or manuals to instruct users of programs or applications. Prepares test data and performs program-level and system-level testing. May work with vendors and in-house staff for resolution of problems or solution determinations.

Must have a thorough knowledge of application design and development, programming standards and methods, and computer system analysis. Experienced in computer programming techniques (e.g. structured programming), data & file structures, flowcharting, numerical analysis and algebra or comparable mathematics.

Bid Rate: \$

Pay Rate to Temp: \$

Appendix E PRICING SHEETS

TITLE: GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

**Senior
Programmer/
Analyst**

Writes, updates, repairs, modifies, expands existing and new computer programs; writes and modifies new and existing large and complex computer programs utilizing various programming languages, techniques, and design patterns, which may include (but are not limited to): SQL, COBOL, VSAM, Visual Basic, C+, C++, C-Sharp, DB2, Access, AS400/iSeries OS, MVS, CICS; leads team of lower level programmers to increase system efficiency and productivity; assigns and reviews work product; conceives, designs, and tests logical structures; assists in developing unit tools and standards, policies and/or procedures; and performs both systems analysis and actual programming using common and structural language runtime programming platforms;

identifies problems and provides technical assistance to end users; troubleshoots, tests, debugs, and corrects complex computer problems (i.e., major software system errors); researches and refers to technical computer manuals for problem resolution and guidance; prepares documentation as required.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

**Medicaid Waiver
Eligibility
Determiner
(Customer Service
Representative)**

Determine Medicaid Waiver eligibility so that applicants who qualify can stay in their own homes rather than move into nursing homes. **Requires experience and knowledge of Medicaid eligibility rules.** Responsible for making financial, waiver eligibility determinations for new waiver applicants and trouble shooting eligibility problems for new waiver applicants and waiver re-determinations.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

**Kennel
Attendant**

Cleans and disinfects wards, cages, runs, and other designated areas and/or equipment thought shelter. Collects, washes, and distributes food and water bowls to impounded animals. Feeds, waters, and bathes animals. Assists veterinary technicians with medical exams and treatment. Transfers animals as directed. Escorts customers to certain restricted areas within shelter. Assists customers, veterinary technicians and office clerks in adoption, redemption, owner surrender and other type transactions. Assists customers at night deposit. Counts animals to verify number of in shelter. Records impound information on animals accepted through night deposit. Uploads and unfold newspapers and maintains orderliness of newspaper storage areas. Refills chemical barrels. Knowledge of safety practices of the handling of animals. Understanding of office practices and procedures. Ability to apply reasoning principles and to solve practical everyday problems. Demonstrate strength of lifting up to 50 lbs. Demonstrate dexterity to hands and/or feet skillfully. Knowledge of maintenance equipment operation. Ability to calculate fractions, decimals and percentages. Demonstrates interpersonal skills when working with the public face-to-face or over the telephone. Ability to sort items into categories according to established methods.

Bid Rate: \$

Pay Rate to Temp: \$

Appendix E PRICING SHEETS

TITLE: GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

Account Clerk II Prepare and process for payment vouchers for all account payables. Receive type and process purchase orders. Perform data entry of vendor payments and encumbrances into the agency's financial software data base. Disperse approved purchase orders to agency staff and/or vendors. Match invoices with packing slips. Review and code account information on vendor invoices. Research and resolve outstanding account payables and receivables. Monitor encumbrance balances on unnamed vendor purchase order and work with Fiscal officer to established new encumbrances. Setup, file and maintain fiscal records and vendor files. Type fiscal correspondence and reports. Copy financial information (invoices, purchase orders, tax forms, budgets) as directed.

Special Requirements: Three year bookkeeping experience. Working knowledge of data base programs and electronic spreadsheets (i.e. Access, Excel). Associate Degree in finance, business administration or related field preferred.

Bid Rate: \$	Pay Rate to Temp: \$
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TITLE: GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

Data Clerk I Operates keyboard to enter data from legal documents or vehicle titles on computer and checks for accuracy and sufficiency of data to be entered; makes corrections as needed; operates electric typewriter. Performs variety of clerical tasks related to processing of legal documents or vehicle titles (e.g., proofreads, sorts, files, copies, and distributes data, totals data, maintains entry logs).

Special Requirements: Knowledge of addition, subtraction, multiplication and division; office policy and procedures*; public relations*. Skill in typing; operation of computer, operation of peripheral machines (e.g., scanner, printer)*. Ability to sort and file; check pairs of items that are similar or dissimilar; deal with problems involving few variables within familiar context; read, copy and record figures; proofread material, recognize errors and make corrections; read short sentences with concrete vocabulary; assess questions and provide appropriate information or referral*; move limbs, fingers easily to perform manual functions repeatedly; cooperate with co-workers on group projects.

Bid Rate: \$	Pay Rate to Temp: \$
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Appendix E PRICING SHEETS

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

Public Relations Coordinator Research and draft legislative policy for the Board of Commissioners. Organize, publicize, and invite officials and public to County-related events and meetings. Prepare speeches and talking points.

Must have Bachelor's degree and relevant experience.

Bid Rate: \$

Pay Rate to Temp: \$

TITLE: **GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:**

Records Management Clerk 1 Performs basic, repetitive clerical tasks pertaining to the maintaining of legal documents and vehicle titles (e.g., counts, alphabetizes, separates, collates, sorts, logs, staples, copies, and/or stuffs mail, forms, correspondence and/or filed information; files records, reports, correspondence, cards, legal documents, vehicle titles or other materials; retrieves files for requested information or materials; picks up and distributes files).

Responds to inquiries and requests for information by telephone, in person, or mail; maintains communication with various departments and/or other government sectors (e.g., courts, law enforcement) for purpose of obtaining and distributing information and carrying out records maintenance responsibilities.

Maintains inventory and disposes of legal document or vehicle title records per retention schedule. Performs related clerical duties (e.g., types on personal computer and operates video display terminal to retrieve data).

Special Requirements: Knowledge of records management; office policy and procedures*; computer entry*; electronic records storage systems*; laws, rules and procedures for retention, destruction and distribution of records*; public relations*; addition and subtraction. Ability to deal with problems involving few variables within familiar context; read, copy, and record figures; read short sentences with concrete vocabulary; copy records precisely without errors; arrange items in numerical or alphabetical order; sort items into categories according to established methods; move limbs and fingers easily to perform manual functions; assess questions and provide appropriate information or referral; cooperate with co-workers on group projects; stand, walk and bend regularly; lift up to 50 lbs.

Bid Rate: \$

Pay Rate to Temp: \$

Appendix E PRICING SHEETS

TITLE:**GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:****Commisioner
Secretary**

Primarily responsible for acting as confidential secretary to the County Commissioner in the Franklin County Commissioners Office. Serves as a liaison person with other agencies and the general public for the County Commissioner. Responsible for handling difficult phone calls and complaints for the Commissioner rather than transfer them into the Commissioner. Participates in special projects and assignments that are assigned by the County Commissioner. Prepares and organizes reports, confidential data and other documents for meetings, hearings or appointments. Retrieves and compiles information, responsible for typing and/or composing confidential memos, correspondence, and other material as required by the County Commissioners.

Maintains a comprehensive filing system for the County Commissioner and other priority files. Responsible for opening, sorting and delivering mail or other information as required by the County Commissioner. Retrieves information as needed for the County Commissioner.

Schedules appointments, oversees availability of conference rooms or hearing rooms for the County Commissioner. Proofs typing errors, makes corrections and Xerox copies.

Bid Rate: \$**Pay Rate to Temp: \$****TITLE:****GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:****Painter**

Uses roller, brush and or electro-static sprayer or paint sprayer to apply paint, stain, varnish to walls, ceilings, stairwells, fixtures, furniture, curbs, exterior surfaces, doors, post and floors. Strip and refinish wood products.

Prepares surfaces for paint, stain, urethane or wall coverings. Dry and wet sand.

Move furniture, pictures, wall coverings and equipment for paint. Covers and protects floors and office furnishing for painting projects. Erects and dismantles scaffolding and safety equipment. Clean and maintain all assigned tools and equipment.

Bid Rate: \$**Pay Rate to Temp: \$**

**Appendix E
PRICING SHEETS**

TITLE:

GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS:

**Custodial
Worker**

Clean bathrooms, offices and public areas. (e.g. dust, wash or polish walls, ceilings, doors, partitions, sanitary napkin disposal units, stainless steel ash trays, desk, waste baskets, windows and glass. Replenish supplies in bathrooms. Empty trash cans and replace liners. Sweep and mop lobbies, stairs and hallways. Clean light fixtures. Clean elevator tracks. Vacuum and spot clean carpeted areas. Sweep, dust mop, mop, scrub strip, wax, and buff floors.

Must keep custodial carts well stock with supplies. Must report to supervisor areas not properly cleaned by contract cleaners.

Bid Rate: \$

Pay Rate to Temp: \$

Authorized Signature

Date

Company Name

* * * * *

Appendix F – Specifications

The contract(s) to be awarded under this bid are to provide temporary labor on an as needed, where needed basis. The assignments may be short or long term depending on the individual department or agency need. The Job Titles and descriptions for each are listed in Appendix E, Bid Pricing Form.

In addition to meeting the technical requirements, the person assigned must be flexible and be able to take direction from the agency or department who has requested the service. The person assigned may be asked to perform other duties similar in nature to the job description but not specifically spelled out. The assigned person must follow all agency or department rules and regulations and all safety procedures and policies. The person assigned will be courteous and respectful of others at all times. There may be times when the person assigned will be asked to work with the public or internally with other Franklin County employees, management, directors and elected officials.

New job descriptions may be added throughout the life of the contract and any extensions to reflect the changing need of tasks performed in the County. These job descriptions will be circulated among the awarded bidders of this contract to get their bid price for the position. Awards will be made to the lowest and best bidders for the job description.

This ITB will result in a Joint Cooperative contract. Other government agencies who choose to utilize the contract(s) for temporary staffing reserve the right to contact contractor(s) directly with additional job descriptions to be filled and may have a specific person and pay rate in mind to fulfill the position. Awarded contractor(s) will provide the requesting agency with the bid rate and pay rate, as applicable. Awarded contractors will be expected to contact the Franklin County Purchasing Department in these instances so these additional job descriptions can be added to the contract or subsequent contract extensions.

While most Franklin County locations are located on or near public transportation access, it is the responsibility of the temporary staff person assigned by the contractor to be able to arrive and depart the assignment as needed and to provide their own transportation needs whether public or private. In addition, some Franklin County agencies do not have free parking and the temporary staff person will have to locate and pay for their own parking.

The person assigned must be drug and alcohol free. In addition, Franklin County buildings whether located in the Columbus city limits, other municipality or unincorporated area of the County are smoke free. Smoking is permitted only in designated areas. There typically is a mid morning and mid afternoon break in addition to a lunch period to allow for restroom, smoking and eating breaks.

Physical location: Bidders must have a physical address in the central Ohio area from which they conduct their business and assign temporary staff.

Sample Forms: Bidders must include a copy of the bidder's employee time card, client grievance form, and the bidder's invoice with their bid submission.

Background Checks: All successful bidders must complete and provide a "Columbus Division of Police, Record Section, Service Bureau" form for each assigned temporary worker reporting to any Franklin County Agency. This completed form must be provided to the agency prior to the arrival of the assigned person. Franklin County has the right to accept or reject the method in which background checks are conducted.

Questionnaire: The following Questionnaire **must be completed by each bidder and included in their bid submission.**

Appendix F - Specifications

QUESTIONNAIRE

Please provide a response to each question. Please type or clearly print your responses.

1. How long has your company been in the Temporary Contract Labor Service business?

2. How many offices does your company operate and for what length of time have they been in operations?

3. Does your company have a separate office to handle light industrial services?

4. Identify the office that will service the County? Please provide complete address.

5. Because the County Purchasing department is decentralized, it will be necessary for each designated contractor to market and deliver services in ways that encourage maximum patronage. Therefore, it is most desirable for such contractor's to provide a variety of services such as newsletters, information seminars, quality-of service surveys, etc. to the County. Please describe what ways your organization can provide these services.

6. What type of qualifications and testing does your agency require in hiring personnel?

7. What training do you provide your personnel?

Appendix F - Specifications

8. Does your company perform customized recruiting or testing? Please attach sample test(s).

9. Name individuals directly responsible for the County's account. Please provide a summary of training and experience.

10. What are our contractor's hours of business?

11. Do you have Saturday hours? Weekend hours?

12. Would you provide services for extended business hours? If so, how?

13. Is your company able to supply service on a 24 (twenty-four) hour basis, seven days a week?

14. Please explain your insurance and bonding program and provide copies of each.

15. Please attach a copy of your service questionnaire and client grievance card. Are these documents provided each time a temporary assignment is initiated?

16. What is your procedure when a department complains about temporary services?

17. What steps are taken to rectify an unsatisfactory service match?

Appendix F - Specifications

18. Many agencies are now providing employee benefits, does yours? If so, please provide details (vacation, sick leave, hospitalization, life insurance, EAP, dental etc.)

19. If so, how long must an employee work before benefits start and briefly list the benefits.

20. How does your firm recruit and retain qualified workers?

21. Detail how your agency confirms that work orders have been filed. Does your firm call the client to verify arrival of temporary personnel?

22. Occasionally, the County has an individual in mind for an assignment and has determined the rate of pay (pay rolling). Does your company offer pay rolling?

23. How is the fee for this service figured? E.g. Percentage, Flat Rate? What is your rate?

24. Please list any additional special services which would be furnished by your firm to the County under any resulting agreement, include any unique business features or special services your company offers which you feel are not common to your competition. If there are any changes which have not been described in previous questions, list such changes here.

Appendix F - Specifications

25. Please estimate start-up time required, (i.e. transition time anticipated after bid acceptance, to contractor implementation)?

26. State the procedure(s) that your company uses to check background of your labor force?

Authorized Signature

Date

Company Name

Appendix G COOPERATIVE CONTRACT OPPORTUNITY

It is Franklin County's desire to make this a cooperative contract. State of Ohio political subdivisions based on the grid below would have the opportunity to purchase the items on this bid under the same prices, terms and conditions. Bidding Company wishes to allow this bid to be cooperatively (check appropriate response)

✓	Allowable Cooperative Designations
	Available only to Franklin County Agencies, its elected officials and County Boards and Commissions.
	Available to all of the above and all Political Subdivisions located in Franklin County.
	Available to all of the above and to the Columbus MSA that includes political subdivisions in Delaware, Fairfield, Franklin, Licking, Madison, Morrow, Pickaway & Union Counties
	Available to the above and all Political Subdivisions, their elected officials and Boards and Commissions, located in the State of Ohio.

Political Subdivision Definition

A Political subdivision" or "subdivision" means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities in a geographic area smaller than that of the state. "Political subdivision" includes, but is not limited to, a county hospital commission appointed under section 339.14 of the Revised Code, board of hospital commissioners appointed for a municipal hospital under section 749.04 of the Revised Code, board of hospital trustees appointed for a municipal hospital under section 749.22 of the Revised Code, regional planning commission created pursuant to section 713.21 of the Revised Code, county planning commission created pursuant to section 713.22 of the Revised Code, joint planning council created pursuant to section 713.231 of the Revised Code, interstate regional planning commission created pursuant to section 713.30 of the Revised Code, port authority created pursuant to section 4582.02 or 4582.26 of the Revised Code or in existence on December 16, 1964, regional council established by political subdivisions pursuant to Chapter 167. of the Revised Code, emergency planning district and joint emergency planning district designated under section 3750.03 of the Revised Code, joint emergency medical services district created pursuant to section 307.052 of the Revised Code, fire and ambulance district created pursuant to section 505.375 of the Revised Code, joint interstate emergency planning district established by an agreement entered into under that section, county solid waste management district and joint solid waste management district established under section 343.01 or 343.012 of the Revised Code, community school established under Chapter 3314. of the Revised Code, the county or counties served by a community-based correctional facility and program or district community-based correctional facility and program established and operated under sections 2301.51 to 2301.58 of the Revised Code, a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated, and the facility governing board of a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated.

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) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	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 ▶
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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 ²

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

²However, 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.