



Franklin County  
Board of Commissioners  
**PURCHASING**

**Commissioner** Kevin L. Boyce  
President

**Commissioner** John O'Grady

**Commissioner** Dawn Tyler Lee

**Purchasing Department**  
Megan A. Perry-Balonier, Director

## REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS

REQUEST FOR PROPOSAL NUMBER: **2021-62-18**

DATE AND TIME OF PROPOSAL OPENING: **July 20, 2021 at 2:00 P.M.**

PROJECT NAME: Mass Fatality Workshop/Table-Top Exercise Project

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

### SUMMARY OF PROJECT/PROPOSAL

The Franklin County Board of Commissioners, on behalf of the Franklin County Franklin County Emergency Management and Homeland Security (FCEM&HS) is seeking proposals from qualified companies to enter into a contract to conduct Workshops and Tabletop Exercises to fifteen counties in the Central Region of Ohio for the Regional Mass Fatality Plan. A contractor will be selected to negotiate a contract to facilitate the task according to the Scope of Work.

**\*NAME OF COMPANY:** \_\_\_\_\_

**NAME OF OFFICIAL:** \_\_\_\_\_

**\*\* ORDER PLACEMENT/CONTACT NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, & ZIP:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PRINTED NAME & TITLE OF AUTHORIZED OFFICIAL:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED OFFICIAL:** \_\_\_\_\_

\* 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 regard to any and all questions pertaining to Offeror's Proposal.

All contract terms, conditions, and specifications set forth in this RFP document shall become part of the contract documents.

# STATEMENT OF RECEIPT FORM & “NO RESPONSE” FORM

Please indicate whether you or your company intends to respond to this RFP or chooses not to submit a response on this commodity or service. Your feedback allows Franklin County to adjust bid lists as needed. Please complete this form and return as soon as possible to:

**Fax:** 614-525-3144

**RE:** RFP# 2021-62-18 ~ Mass Fatality Workshop/Table-Top Exercise Project

Email: [bskamlet@franklincountyohio.gov](mailto:bskamlet@franklincountyohio.gov)

Mail: Franklin County Purchasing

Attn: Brad Kamlet

373 South High Street-25<sup>th</sup> Floor

Columbus, OH 43215-6315

\_\_\_\_\_ We have received the notification of the RFP and it is our intent to offer a proposal.

\_\_\_\_\_ We have received the notification of the RFP and we decline to submit a proposal 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).

\_\_\_\_\_ Specifications are unclear.

\_\_\_\_\_ We are unable to meet insurance requirements.

\_\_\_\_\_ Remove us from your notification list for this commodity or service.

\_\_\_\_\_ We are not interested in this RFP, 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 processes 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#:** \_\_\_\_\_

**Please complete and fax this form to our office prior to proposal opening date and time. Your feedback is appreciated. Thank you.**

## **INSTRUCTIONS TO COMPLETE FOLLOWING SIGNATURE PAGE** **titled “Proposal Data Sheet”**

Each Offeror **must complete and submit two originals of the following Signature page** when submitting a proposal (titled “Proposal Data Sheet”). Please use blue ink.

1. To properly complete this form, please only fill out the information on the right-hand side under “Offeror Information.”
2. Have the Authorized Person from your organization Type or Print their name in the “Printed/Typed Signature Name” space and then have them Sign their name in the “Authorized Signature (Original Signature Only)” space.

### **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 a State of Ohio Certificate of Good Standing, please visit:

[https://bsportal.ohiosos.gov/\(S\(zawdgna1p5ah2i10pszzhn3f\)\)/OBCFiling/OrderCertificates.aspx](https://bsportal.ohiosos.gov/(S(zawdgna1p5ah2i10pszzhn3f))/OBCFiling/OrderCertificates.aspx)

Please note that your business name on the following Signature Pages **MUST** be consistent throughout your proposal 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 proposal 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.

# Proposal Data Sheet



**Franklin County  
Board of Commissioners  
PURCHASING**

Commissioners  
Kevin L. Boyce, President  
John O' Grady, Commissioner  
Dawn Tyler Lee, Commissioner  
Purchasing Department  
Megan A. Perry-Balonier, Director

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

Phone: (614) 525-3750  
Fax: (614) 525-3144  
E-mail: purchasing@franklincountyohio.gov

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

Request for Proposal	Offeror Information		
<p>The <b>Original Signed Proposal</b> must be submitted to the Franklin County Purchasing Department to receive consideration for award.</p> <p>Attn: RFP 2021-62-18 Franklin County Purchasing 373 South High Street – Floor 25 Columbus, Ohio 43215-6315</p>	FEDERAL TAXPAYER IDENTIFICATION NUMBER:		
	OFFEROR NAME:		
	STREET ADDRESS:		
	CITY:	STATE:	ZIP:
PROPOSAL NUMBER: <b>2021-62-18</b>	TELEPHONE NO.:		FAX NO.:
PROPOSAL ADVERTISEMENT DATE: <b>06-17-2021</b>	CONTACT PERSON:		
BID BOND AMOUNT: N/A	E-MAIL ADDRESS:		
OPENING DATE: <b>07/20/21</b> OPENING TIME: 2:00 p.m.	PRINTED/TYPED SIGNATURE NAME:		
PERFORMANCE BOND REQUIRED: YES NO <b>X</b>	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) PLEASE SIGN IN BLUE INK:		
<p>PRE- PROPOSAL CONFERENCE: YES <b>X</b> NO</p> <p>A Pre-Proposal Teleconference will take place 07-02-2021 at 10:00 a.m. by dialing 1-877-820-7831 and entering participant code 297289.</p>	<b>FRANKLIN COUNTY PURCHASING PERSONNEL ONLY</b>		
	Opened By:		
	Bid Bond Present: Yes <input type="checkbox"/> No <input type="checkbox"/>		

PROPOSALS ARE BEING SOLICITED FOR:

RFP#: **2021-62-18**

DESCRIPTION: Mass Fatality Workshop/Table-Top Exercise Project

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

General Information  
Background Information & Calendar of Events  
**Administrative Requirements:**  
Section 1 – General Instructions  
Section 2 – Proposal Requirements  
Section 3 – Pricing and Estimates

**Appendices:**  
Appendix A – Affidavits  
Appendix B – References  
Appendix C – Not Used  
Appendix D – Offerors Deliverables Checklist  
Appendix E – Pricing  
Appendix F – Specifications and Scope of Work  
Appendix G – Draft Contract  
W-9 Form

## **General Information**

Any questions that arise during the preparation of the submission of the RFP response shall be submitted, *in writing*, to Brad Kamlet, Senior Purchasing Coordinator for this project:

Franklin County Purchasing Department 25<sup>th</sup> Floor  
373 S. High Street  
Columbus, Ohio 43215-6315  
Office: (614) 525-5860  
Fax: (614) 525-3144  
Email: [bskamlet@franklincountyohio.gov](mailto:bskamlet@franklincountyohio.gov)

The deadline for submitting questions is July 7, 2021 All Questions must be submitted *in writing* to Brad Kamlet via email to [bskamlet@franklincountyohio.gov](mailto:bskamlet@franklincountyohio.gov). Proposals are due July 20, 2021 by 2:00 p.m. Proposals received after this date and time will be deemed non-responsive and cannot be accepted.

Amendments and Clarifications for this RFP are posted on the Franklin County Purchasing web site (<http://purchasing.franklincountyohio.gov/businesses/bid-opportunities>). It is the responsibility of the Offeror to monitor the web site for those additional documents. Amendments and Clarifications become a part of the RFP and any subsequent awarded contract.

### **RFP Instructions**

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

### **Format**

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

### **Proposal Contents**

Each proposal must contain all information requested in the RFP. A checklist has been provided in the RFP (Appendix D) as a tool for Offerors to use. However, it is ultimately the responsibility of the Offeror to make sure they submit the required information to submit a complete proposal.

### **Submittal of Proposals**

Proposals should respond concisely and clearly to all of the inquiries contained in the RFP. All rates/fees/costs should be provided as requested in the RFP and any additional costs should be clearly explained. Using the form provided, an Offeror who receives a copy of this RFP, but declines to make an offer, is 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 proposals must be signed and submitted by the Offeror. Expectations and related performance requirements addressed in the RFP Specifications should be specific to your business model proposed for Franklin County. The Offeror will be evaluated only on the product/services it provides, or it provides in collaboration with subcontractors.

### **Contract**

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

## **BACKGROUND INFORMATION**

The Franklin County Board of Commissioners, on behalf of Franklin County Emergency Management and Homeland Security (FCEM&HS) is seeking proposals from qualified companies to enter into a contract to conduct Workshops and Tabletop Exercises to fifteen counties in the Central Region of Ohio for the Regional

Mass Fatality Plan. A contractor will be selected to negotiate a contract to facilitate the task according to the Scope of Work.

## CALENDAR OF EVENTS

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

Key Dates	Event
June 17, 2021	Request for Proposal (RFP) Advertising period. Inquiry process begins.
June 17, 2021	Proposal instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
June 17, 2021– July 20, 2021	The Offeror should submit their intention to propose or decline to propose via <i>Statement of Receipt Form</i> and "No Response" Form.
July 2, 2021	A pre-proposal teleconference will be held on July 2, 2021 at 10:00 a.m. by dialing 1-877-820-7831 and entering participant code 297289. While participation is not mandatory it will provide an opportunity to ask questions. <i>Participants are encouraged to have a copy of this RFP with them during the pre-proposal teleconference.</i>
July 7, 2021 by 12:00 p.m.	Offeror Question & Submission Deadline (Q&A) : All questions pertaining to this RFP must be submitted, in writing, to Brad Kamlet, by July 7, 2021 at 12:00 p.m. via email to: <a href="mailto:bskamlet@franklincountyohio.gov">bskamlet@franklincountyohio.gov</a> to be considered for a response.
June 13, 2021	Answers provided to Offeror's questions are posted to Franklin County's website in the form of a Clarification and/or Amendment.
July 20, 2021 by 2:00 p.m.	<p><b>Sealed Proposals are due to Franklin County Purchasing by <u>2:00 p.m. on July 20, 2021</u></b> at which time they will be publicly opened and read aloud. Vendors must submit two (2) completed original hard copies of all requested documents, including binding signatures plus a complete copy of their completed proposal onto one (1) Flash or Thumb Drive, by 2:00 p.m. on the due date or Proposal will be rejected. Due to the COVID-19 crisis and until further notice, Franklin County will conduct all public bid and proposal openings via the online video service Zoom. Public Zoom openings will allow for the necessary transparency that both bidders and the public expect while also meeting the State's recommendations and requirements for meeting social distancing and to minimize the spread of the virus.</p> <p>Below, please find the links and contact numbers for the Zoom meeting for this proposal opening:</p> <p>Topic: 2021-62-18 Proposal Opening Time: Jul 20, 2021 02:00 PM Eastern Time (US and Canada)</p> <p>Join Zoom Meeting <a href="https://franklincountyohio.zoom.us/j/95218765014?pwd=OUVEQ3VESnRYN0tFV0Z0NWNWYXlaQT09">https://franklincountyohio.zoom.us/j/95218765014?pwd=OUVEQ3VESnRYN0tFV0Z0NWNWYXlaQT09</a></p> <p>Meeting ID: 952 1876 5014 Passcode: 021529 One tap mobile +13017158592,,95218765014#,,, *021529# US (Washington DC) +13126266799,,95218765014#,,, *021529# US (Chicago)</p> <p>Dial by your location</p>

Key Dates	Event
	<p>+1 301 715 8592 US (Washington DC)  +1 312 626 6799 US (Chicago)  +1 929 436 2866 US (New York)  +1 253 215 8782 US (Tacoma)  +1 346 248 7799 US (Houston)  +1 669 900 6833 US (San Jose)</p> <p>Meeting ID: 952 1876 5014  Passcode: 021529  Find your local number: <a href="https://franklincountyohio.zoom.us/j/95218765014">https://franklincountyohio.zoom.us/j/95218765014</a></p> <p><b>As a reminder:</b>  <b><u>Proposals sent via USPS, UPS or FedEx should be mailed to:</u></b>  Franklin County Purchasing Department  373 South High Street, 25th Floor  Columbus, Ohio 43215-6315  Attn: Brad Kamlet, Senior Purchasing Coordinator</p> <p><b><u>Bids/Proposals delivered in-person:</u></b>  Due to the COVID-19 pandemic, vendors will not be permitted to enter the Franklin County Office Tower in order to hand deliver their Bids/Proposals directly to the Purchasing Department on the 25<sup>th</sup> Floor. However, bids &amp; proposals may be delivered in-person to a receptacle box located along the west wall of the Pavilion, 365 South High Street, Columbus, OH 43215. The Pavilion is the main entrance to the Franklin County Court House complex. See link:  <a href="https://facilities.franklincountyohio.gov/Facilities/Facilities/Pavilion">https://facilities.franklincountyohio.gov/Facilities/Facilities/Pavilion</a></p> <p>The Franklin County Purchasing Department Dropbox is now located <u>along the west wall after you walk through the Security Check Point</u> (next to/near the art exhibit titled “TRASHASAURUS REX”).</p> <p>All visitors are required to pass through the Sheriff Department Security Check Point (metal detectors) in order to access the new location for the Bid/Proposal Dropbox.</p> <p><b>There are multiple receptacle boxes in this area, so vendors should take care to deposit their bid/proposal in the correct mailbox labeled “Franklin County Purchasing Department.”</b></p> <p>ALL SEALED BIDS/PROPOSALS MUST BE PROPERLY IDENTIFIED WITH THE SUBMITTERS NAME AND THE RFP NUMBER AND TITLE ON EACH SEALED ENVELOPE.</p>
August 12, 2021	Evaluation of proposals is complete, finalists selected.
August 13, 2021	Notification of Oral Presentation Finalists <i>if necessary</i> .
August 23,	Oral presentations/demonstrations at Franklin County, <i>if deemed necessary</i> . May also

Key Dates	Event
2021 & August 24, 2021	include a site visit by Franklin County, <i>if necessary</i> .
August 25, 2021	Evaluation Committee recommends finalist.
September 8-9, 2021	Contract Negotiations, <i>if necessary</i> .
September 10-16, 2021	Finalize Contract documents/Obtain needed signatures
September 17, 2021	Contract paperwork submitted to Clerks Office
September 23, 2021	Board of Commissioners Briefing
September 28, 2021	Board of Commissioner Approval/Contract Award
September 29, 2021	Effective Contract Start Date

## ADMINISTRATIVE REQUIREMENTS

### SECTION 1 GENERAL INSTRUCTIONS

#### Section 1.01 Entire Agreement; Parties to the Contract

If awarded, 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 Making a Proposal

Vendors who have assisted the Agency with the development of the Scope of Work specified in this RFP document shall be excluded from being considered for a contract award regarding this RFP.

#### Section 1.03 Negotiated Contract Agreement

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

#### Section 1.04 Contract Components

This Contract consists of the complete Request for Proposal, including the Contract Terms and Conditions, the Specifications, Pricing Forms, all documents requiring Offeror’s signatures, and any written

amendments/addendums to the Request for Proposal; the Offeror's complete competitive sealed proposal, including proper modifications, clarifications, and samples; and applicable resolutions, purchase orders and/or other ordering documents.

#### **Section 1.05                   Registration with Franklin County**

All Offerors interested in doing business with Franklin County should register with the County before the award of any contract. Offerors may register with Franklin County Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25<sup>th</sup> Floor, 373 South High Street, Columbus, Ohio, 43215-6315 or online at <http://purchasing.franklincountyohio.gov/businesses/vendor-registration.cfm>

#### **Section 1.06                   Specifications**

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

#### **Section 1.07                   Inquiry Process/Additional Information**

Any questions that arise during the preparation of proposals concerning the content of the RFP shall be submitted in writing to the Franklin County Purchasing Department. Unauthorized contact with any Franklin County employee including members of Franklin County Emergency Management and Homeland Security concerning this RFP, except through the inquiry method with questions specific to the contents of this RFP, is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication. Questions must be submitted, using the Question Submittal Form provided, emailed to the attention of Brad Kamlet, Senior Purchasing Coordinator, at [bskamlet@franklincountyohio.gov](mailto:bskamlet@franklincountyohio.gov). Questions must be submitted no later than the deadline of 12:00 p.m. on date shown in the Calendar of Events to be considered for a response.

#### **Section 1.08                   Oral Explanations**

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

#### **Section 1.09                   Decline to Offer**

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

#### **Section 1.10                   Compliance with Specifications and Terms and Conditions**

Please review the Terms and Conditions beginning at Section 4 (see Appendix G Draft Contract). Any exceptions to terms and conditions or other requirements in any part of this RFP must be clearly identified and attached as a reference document titled "*Exceptions to the RFP and Contract Terms and Conditions*" and submitted with the Offeror's proposal by the proposal due date. Otherwise, it will be assumed that all items offered are in strict compliance with the RFP and that the Offeror does not take exception to any terms and conditions. Franklin County will consider such exceptions during the evaluation process and the negotiation phase. Any exceptions to the terms and conditions must be accompanied with a complete and clear explanation for the exception. Exceptions without a complete and clear explanation for the exception will not be considered.

#### **Section 1.11                   Conflict of Interest**

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

#### **Section 1.12                   Representations and Warranties**

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

## **SECTION 2 PROPOSAL REQUIREMENTS**

### **Section 2.01 Proposal Opening**

**Sealed proposals are due July 20, 2021 at 2:00 p.m.** All sealed proposals received after this time and date, for any reason will be rejected. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed proposals are received and will be the sole factor in determining if proposals are received in time to be considered. The opening of the sealed proposals will take place virtually at the Franklin County Purchasing Office, 373 S. High Street, 25<sup>th</sup> Floor, Columbus, Ohio 43215-6315. The Proposal opening will be public; however, proposal contents will not be read or made public. Offerors are advised to allow adequate time to locate appropriate parking in the downtown Columbus Ohio area, access required security checkpoints within the Franklin County Courthouse Building and access elevators in order to submit proposal(s) by the required date and time.

Topic: 2021-62-18 Proposal Opening

Time: Jul 20, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://franklincountyohio.zoom.us/j/95218765014?pwd=OUVEQ3VESnRYN0tFV0Z0NWNWYXlaQT09>

Meeting ID: 952 1876 5014

Passcode: 021529

One tap mobile

+13017158592,,95218765014#,,, \*021529# US (Washington DC)

+13126266799,,95218765014#,,, \*021529# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 952 1876 5014

Passcode: 021529

Find your local number: <https://franklincountyohio.zoom.us/u/adUomYOSii>

### **Section 2.02 Pre-Proposal Teleconference**

A pre-proposal teleconference will be held on July 2, 2021 at 10:00 a.m. by dialing 1-877-820-7831 and entering participant code 297289. While participation is not mandatory it will provide an opportunity to ask questions. *Participants are encouraged to have a copy of this RFP with them during the pre-proposal teleconference.*

### **Section 2.03 Proposal Preparation Costs**

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

### **Section 2.04 Proposal Instructions**

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

2) Each contractor is to submit two (2) signed hard copies of the original completed proposal plus a complete copy of their completed proposal onto one (1) Flash or Thumb Drive in a sealed envelope or similar containers with the proposal number clearly marked on the exterior by no-later-than 2:00 p.m. the day the proposals are

scheduled for opening. Offerors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paper clips, binder clips or rubber bands to keep them orderly. This includes any amendments or addendums applicable to the proposal. All hardcopy documents will be on 8.5-inch x 11-inch paper, brochures should be copied to the same format. Appendix D, Bidder Deliverables List is provided within this RFP for your convenience as a “check off list” when preparing your proposal for submission.

3) Each Proposal must be submitted in a SEALED envelope or similar container(s) with the submitting Proposer’s Company Name and Address, RFP Number and RFP Title CLEARLY MARKED on the exterior. If an Offeror uses an express mail or courier service, the Proposal Number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A Proposal that is not properly and clearly marked and is inadvertently opened before the scheduled Proposal opening time may be disqualified without additional consideration. **Faxed and emailed submissions are not acceptable.**

4) Proposals shall be opened so as to avoid disclosure of contents to competing Offerors. In order to ensure fair and impartial evaluation, proposals and related documents submitted in response to a request for proposals are not available for public inspection and copying under Section 149.43 of the Ohio Revised Code until after the award of the contract. Any information deemed confidential or proprietary under Section 149.43 will be included by reference in the final Contract but will not be subject to public release.

#### **Section 2.05 When Proposals May Be Delivered**

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

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

#### **Section 2.06 Where Proposals Must Be Delivered**

As part of our ongoing efforts to contain the spread of the COVID-19 virus, Franklin County has made the following changes pertaining to the submission of proposals.

##### **Proposals sent via USPS, UPS or FedEx should be mailed to:**

ATTN: Brad Kamlet, Senior Purchasing Coordinator  
Franklin County Purchasing Department  
373 South High Street, 25<sup>th</sup> Floor  
Columbus, OH 43215

**Please include the RFP NAME AND NUMBER on the exterior of sealed proposal submissions.**

##### **Proposals delivered in-person:**

Due to the COVID-19 pandemic, Proposers will not be permitted to enter the Franklin County Office Tower in order to hand deliver their Proposal directly to the Purchasing Department on the 25<sup>th</sup> Floor. However, proposals may be delivered in-person to a receptacle box located along the west wall of the Pavilion, 365 South High Street, Columbus, OH 43215. The Pavilion is the main entrance to the Franklin County Court House complex. (See link) <https://facilities.franklincountyohio.gov/Facilities/Facilities/Pavilion>

**There are multiple receptacle boxes in this area, so Proposers should take care to deposit their proposal in the receptacle box labeled “*Franklin County Purchasing Department.*”**

The receptacle box is very similar to a postal service mailbox found on street corners. **It cannot accept large, rigid boxes/containers** such as Fed Ex boxes, UPS boxes or other similar containers. Proposals delivered in this manner must be in a sealed envelope (non-rigid) and be able to fit into the receptacle box opening.

Again, any submission to be hand delivered must be submitted in a **flexible sealed envelope** that will fit in a postal style mailbox.

**ALL SEALED PROPOSALS MUST BE PROPERLY IDENTIFIED WITH THE SUBMITTERS NAME AND THE RFP NUMBER AND TITLE ON EACH SEALED ENVELOPE.**

## **Section 2.07 Clarifications, Amendments, and Addendums**

A) If an Offeror discovers any inconsistencies, errors, or omissions in the Request for Proposal, the Offeror should request clarification from the Franklin County Purchasing Department. Such requests will be made only in writing. No other form for submitting clarifications is acceptable. Questions must be submitted, in writing, to the attention of Brad Kamlet via email: [bskamlet@franklincountyohio.gov](mailto:bskamlet@franklincountyohio.gov).

B. Requests for clarifications received after Offeror Question & Submission Deadline (Q&A) : July 7, 2021 at 12:00 Noon will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specifications which could affect all proposals.

C. During the proposal process, Offerors may be furnished certain amendments / addendums covering additions and / or deletions to the RFP documents. Amendments / addendums will be included in the Proposal documents and will become a part of Contract. Amendments / addendums may be issued at anytime preceding the Proposal opening date. Franklin County reserves the right to postpone the Proposal opening for its convenience. Any information given a prospective Offeror concerning the Proposal will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to the Franklin County Purchasing Web Site under this proposal. Those interested in submitting a response to this proposal shall monitor that web site for any amendments and addendums to assure complete compliance with specifications, terms and conditions.

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

## **Section 2.08 Corrections before Proposal Opening**

Prior-to the proposal opening, if an Offeror withdraws its proposal and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the Offeror. The omission of an Offeror's signature or initials to a modification may result in a proposal being determined to be not responsive. Any corrections made must be completed outside of all County offices. It is preferable that all corrections are made off of the County premises.

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

## **Section 2.09 Corrections after Proposal Opening**

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

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

#### **Section 2.10 Proposals are Firm for 120 Days**

Unless stated otherwise, once opened all proposals are irrevocable for one hundred twenty (120) days. Beyond one hundred and twenty (120) days, Offeror will have the option to honor their Proposal or make a written request to withdraw their proposal from consideration.

#### **Section 2.11 Proposal Rejections**

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

A. Proposals offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Request for Proposal.

B. Franklin County determines that awarding any item is not in the best interest of the County.

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

#### **Section 2.12 Highest-Ranked Proposal**

Proposals will be evaluated in accordance with the evaluation process outlined herein. The evaluation process may result in a proposal being the highest-ranked proposal based upon points awarded by an evaluation committee.

Franklin County reserves the right to award a contract to the Offeror that best meets the county's requirements. This is intended to be an all or none award; however, if it is in the best interest of the County, the County reserves the right to award multiple contracts, to reject all proposals and re-bid, or to reject all proposal and elect to not re-bid.

#### **Section 2.13 Evaluation Process**

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

The evaluation process will consist of the following phases:

##### **Phase 1 - Initial Review of Proposal**

Franklin County will review all proposals for format and completeness.

##### **Phase 2 - Evaluation of Proposal Documents**

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

##### **Proposal Evaluation Criteria**

Franklin County will rate the Proposals submitted in response to this RFP based on the requirements and criteria outlined in this RFP. Criteria include, but are not limited to the following elements (not ranked in any particular order of weighting):

A. Pricing;

B. Capability of the Offeror to perform or meet the specifications and specific requirements outlined in the RFP such as, but not limited to the following: Proposal accurately addresses the scope of the

project; Projected timeline of proposal meets the needs of the project; Timeline benchmarks are appropriate for the scope of the project; Proposal accurately addresses the diverse needs among the fifteen-county region; Offeror has relevant experience in conducting Table-Top exercises and workshops; Proposal meets the projected budget.

C. Experience of the Offeror;

D. References; and

E. Professional Appearance & Completeness of the RFP proposal and response.

The proposal evaluation will result in a point total being calculated for each proposal. Those Offerors submitting the highest-ranked proposals may be scheduled for the next phase. It is the intent of Franklin County to select some number of the highest-ranked proposals for oral presentations.

### **Phase 3 - Oral Presentations**

Franklin County may require selected Offerors to make an oral presentation about their proposal and/or demonstrate and provide their products or services. In addition, Franklin County may conduct a site visit of a finalist's facilities and operations. Such activities provide an Offeror and Franklin County with an opportunity to clarify the proposals submitted and to ensure a mutual understanding of the proposal's content. The oral presentations will be held, if necessary, beginning tentatively on the date noted in the Calendar of Events. Actual dates, times and locations are subject to change. Adequate notice will be provided to the Offerors.

The evaluation committee will numerically rank oral presentations upon completion of this phase as well as check References.

### **Phase 4 - Contract Negotiations**

Negotiations, if required, may be conducted with the highest-ranked Offeror upon completion of the evaluation. Any clarifications, corrections, or negotiated revisions that may occur during the negotiation phase will be memorialized in writing and incorporated in the final contract document.

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

The parties will utilize the County's contract documents as the basis of negotiations.

## **Section 2.14                      Communication during Evaluation**

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

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

## **Section 2.15                      References**

Utilizing Appendix B, please provide a minimum of three but up to five references, including company names, addresses, telephone numbers, and persons to contact that can provide a reference for your company. Please provide references that can confirm your ability to provide the items specified in the quantities listed and to government entities or commercial companies the size and scope of Franklin County. Failure to provide three references may be annotated as a discrepancy during evaluation.

## Section 2.16

## Affidavits and Declarations

### A. Non-Collusion Certification

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

### B. Non-Discrimination / Equal Opportunity

The Offeror agrees that in the hiring of employees for the performance of work under the contract Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, 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 the Offeror or any person acting on behalf of Offeror, shall not, 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, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

The Offeror must sign and notarize Exhibit A-2 (*Non-Discrimination / Equal Opportunity Affidavit*), of Appendix A of the proposal, and by doing so the Offeror certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.

All Offerors 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 Offeror shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

### C. Small and Emerging Business Enterprise Information

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-3 (*Small and Emerging Business Enterprise Information Form*), 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 Enterprise (SEBE), a Woman Business Enterprise (WBE), an Encouraging Diversity, Growth and Equity Certified Business Enterprise (EDGE), a Local Economically Disadvantaged Enterprise (LEDE) or Veteran Business Enterprise (VBE). 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.

### D. Lobbyist/Consultant Declaration Form

In order to maintain transparency in the County procurement process, each Offeror is required to list the name, company and address of any lobbyist or consultant that assisted them with the RFP which they are now submitting to the County for their consideration for an award. The information should be provided utilizing Exhibit A-4 of Appendix A. If more than one Lobbyist or Consultant provided assistance then the Offeror should provide one Exhibit A-4 for each one.

### E. Delinquent Personal Property Tax Affidavit

By the signature affixed on Appendix A Exhibit A-5 (*Delinquent Personal Property Taxes*) of the Proposal, the Contractor certifies that they are not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

## F. Off Shore Affidavit

By the signature affixed on Appendix A Exhibit A-6 (Off Shore Work) of the Proposal, the Contractor certifies they will or will not offshore any services provided under this contract, and any services that are described in the specifications or scope of work that directly pertain to servicing this contract shall be performed within the borders of the United States. This shall include, but not be limited to, any back up services for data, back-office services, customer support, etc., including work performed by subcontractors at all tiers.

### **Section 2.17                      Public Record and Treatment of Confidential and Proprietary Information**

Pursuant to Ohio Revised Code 149.43, all information submitted by an Offeror shall be considered a public record. In the event the County receives any request for any information received as part of this contract the County will immediately take steps to release the information to the requesting party. In the event the competitive submittal was an RFP, then in accordance with 307.862(c) the information will be released as soon as the contract is entered into the Commissioners Resolution Management System (CRMS).

## **SECTION 3 PRICING AND ESTIMATES**

### **Section 3.01                      Pricing**

Pricing Response Forms for this Request for Proposals have been provided in Appendix E. Please complete the entire document. Unless otherwise requested, Offerors are not to alter or change the Pricing Response forms in any way.

**The remainder of this page is intentionally blank.**

## **APPENDIX A AFFIDAVITS AND DECLARATIONS**

The following pages contain the Affidavits required for this proposal:

**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)*

**SMALL AND EMERGING BUSINESS ENTERPRISE INFORMATION FORM, Exhibit A-3**

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

**LOBBYIST/CONSULTANT DECLARATION FORM, Exhibit A-4**

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

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT, Exhibit A-5**

*(Must be Completed and Notarized)*

**OFF SHORE AFFIDAVIT, Exhibit A-6**

*(Must be Completed)*

**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 bid, 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 bid price of affiant or any other bidder; to fix any overhead, profit or cost element of said bid 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 bid 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 bid; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity. If awarded a contract under this bid, said party shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex, age, disability or military status. 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**  
**SMALL AND EMERGING BUSINESS ENTERPRISE INFORMATION**

Businesses seeking to do business with Franklin County are asked to complete, for statistical purposes, information regarding the certifications and demographics concerning their business. Please take a moment and check the following descriptions that apply. Again, this is only for information purposes and is not part of the evaluation and award process. Information supplied will not be given any consideration with regard to a bid award.

Please check all that apply:

☐ **Small and Emerging Business Enterprise (SEBE) Definition**

A small and emerging business enterprise 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 121.201. 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.

**The below designations require that the Vendor selecting them be certified by an appropriate certification entity. Franklin County will recognize and accept certifications from: the City of Columbus, Columbus City Schools, the Department of Administrative Services (DAS), Ohio Unified Certification Program (ODOT), the US Department of Veterans Affairs (Office of Small & Disadvantaged Business Utilization) and the Women’s Business Enterprise National Council (WBENC) certifying bodies. In addition to other agencies approved by the County i.e. Ohio Minority Business Assistance Center or Columbus City Schools we will accept certifications from any appropriate certification body for these certifications. Please upload a copy of your certification at the end of this section if you select one of the below.**

☐ **Disadvantaged Business Enterprise (DBE)**

DBEs are for-profit small business concerns where socially and economically disadvantaged individuals\* own at least a 51% interest and also control management and daily business operations. (\*African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged). Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. To participate in the DBE program, a small business owned and controlled by socially and economically disadvantaged individuals must receive DBE certification from the relevant state—generally through the state Uniform Certification Program (UCP).

To be regarded as economically disadvantaged, an individual must have a personal net worth that does not exceed \$1.32 million. To be seen as a small business, a firm must meet SBA size criteria AND have average annual gross receipts not to exceed \$22.41 million. Size limits for the airport concessions DBE program are higher. The Department has issued a final rule amending its disadvantaged business enterprise (DBE) program at 49 CFR part 26.

☐ **Encouraging Diversity. Growth and Equity (EDGE)-Certified Business Enterprise (“EDGE”) Definition**

An EDGE-certified business must be owned and controlled by a U.S. citizen who is a resident of Ohio. A business may qualify for EDGE certification if either (a) its owner is both socially and economically disadvantaged, or (b) the business is located in a qualified census tract and the owner is economically disadvantaged. A business enterprise that is eligible for EDGE certification must (1) have been in business for at least one year prior to applying; and (2) be at prior to the date of determination in connection with the County’s contracting or procurement activities and that meets certain size limitations based on the Federal Small Business Administration Regulations set forth in 13 C.F.R. §121.201 and the revisions thereto. The enterprise must be local, having (a) its principal place of business within Franklin County, Ohio as determined by the payment of real or personal property taxes on property located in such county for not less than one taxable year immediately prior to the date of determination or (b) more than 50% of its full-time employees residing within the boundaries of Franklin County; and must be economically disadvantaged such that the enterprise is at least 51% owned and controlled directly or indirectly by one or more individuals, each with a personal net worth equal to or less than \$750,000. Personal net worth of an individual includes the personal net worth of the individual’s spouse, if any, but does not include (1) the individual’s ownership interest in the enterprise being

considered in connection with the County's contracting and procurement activities or (2) the individual's equity in his or her primary residence. Additionally, a contingent liability does not reduce an individual's personal net worth.

☐ **Local Economically Disadvantaged Enterprise (LEDE) Definition**

A sole proprietorship, partnership, company, corporation or joint venture that has been in business for at least one year prior to the date of determination in connection with the County's contracting or procurement activities and that meets certain size limitations based on the Federal Small Business Administration Regulations set forth in 13 C.F.R. §121.201 and the revisions thereto. The enterprise must be local, having (a) its principal place of business within Franklin County, Ohio as determined by the payment of real or personal property taxes on property located in such county for not less than one taxable year immediately prior to the date of determination or (b) more than 50% of its full-time employees residing within the boundaries of Franklin County; and must be economically disadvantaged such that the enterprise is at least 51% owned and controlled directly or indirectly by one or more individuals, each with a personal net worth equal to or less than \$750,000. Personal net worth of an individual includes the personal net worth of the individual's spouse, if any, but does not include (1) the individual's ownership interest in the enterprise being considered in connection with the County's contracting and procurement activities or (2) the individual's equity in his or her primary residence. Additionally, a contingent liability does not reduce an individual's personal net worth.

☐ **Veteran Business Enterprise (VBE) Definition**

A veteran business enterprise is defined as a business concern (1) which is at least 51 percent owned by one or more veterans or service-disabled veterans, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans or service-disabled veterans; and (2) whose management and daily business operations are controlled by one or more veterans or service-disabled veterans. "Veteran" means a veteran of the U.S. military, – either active duty or reservist – from all five Service Branches (Army, Navy, Air Force, Marine Corps and Coast Guard).

☐ **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. "Minority business enterprise" means Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians as defined in the Ohio Revised Code.

Please select the proper designation of Minority Business Enterprise

- ☐ Black or African American
- ☐ American Indian
- ☐ Hispanic or Latino
- ☐ Asian

☐ **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.

**Please include in your proposal the Certification Documents from the appropriate certification agencies to support the DBE, EDGE, LEDE, VBE, MBE and WBE demographic definitions for your business.**

**If your business does not meet one of the above categories, please select "None of the Above" in the box below.**

☐ **None of the Above**

**EXHIBIT A-4**  
**LOBBYIST/CONSULTANT DECLARATION STATEMENT**

**Did any lobbyist(s) or consultant(s) assist your firm with this contract? Vendor must select “Yes” or “No,” and provide all required information.**

<b><u>CHECK ONE:</u></b>  <input type="checkbox"/> No  <input type="checkbox"/> Yes	<b><i>I certify that the information provided herein is correct:</i></b>  _____ Proposer Name/Title (Printed)  _____ Proposer Signature <div style="float: right;">_____ Date</div>
---	--

If ‘Yes,’ please submit the information below for each lobbyist or consultant (*if more than one lobbyist or consultant assisted, a separate form should be submitted for each*):

<b>Lobbyist/Consultant Name</b>	
<b>Lobbyist Company Name</b>	
<b>Lobbyist Company Address</b>	<div style="text-align: center;">_____ <b>Address:</b>  _____ <b>City, State:</b>  _____ <b>Zip:</b></div>
<b>Contact Name</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	

**EXHIBIT A-5**  
**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: Mass Fatality Workshop/Table-Top Exercise Project

Department: Franklin County Emergency Management and Homeland Security

RFP No: 2021-62-18

State of \_\_\_\_\_ County of \_\_\_\_\_, ss:

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

\_\_\_\_\_ of \_\_\_\_\_  
(Title)

with offices located at \_\_\_\_\_,

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

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

( ) is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

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

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

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

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

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Section 5719.042 O.R.C.

My Commission expires \_\_\_\_\_, 20\_\_\_\_ (Seal)

**EXHIBIT A-6**  
**OFFSHORE AFFIDAVIT**

It is the Franklin County Board of Commissioners policy to procure goods and services that are able to be sourced, performed and/or supported within the borders of the United States or other countries with which the United States is engaged in an active free trade agreement.

Proposals received in response to this Request for Proposal ("RFP") will be evaluated against established criteria, including but not limited to offshore activities that would be performed by the Proposer, or any of Proposer's subcontractors, in support of servicing a resulting contract.

This sworn affidavit shall be completed by the Proposer's authorized representative and will be incorporated into Proposer's submittal and, if awarded, a resulting contract for the following:

RFP No.: 2021-62-18

RFP Name: Mass Fatality Workshop/Table-Top Exercise Project

State of \_\_\_\_\_ County of \_\_\_\_\_, ss:

\_\_\_\_\_ Being first duly sworn, deposes and says that he/she is the  
(Affiant's Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company Name)

with offices located at \_\_\_\_\_,

and as its duly authorized representative affirms that effective this day of \_\_\_\_\_,

( ) Proposer ***will not*** offshore any services provided under this contract, and any services that are described in the specifications or scope of work that directly pertain to servicing this contract shall be performed within the borders of the United States. This shall include, but not be limited to, any back up services for data, back-office services, customer support, etc., including work performed by subcontractors at all tiers.

( ) Proposer or its subcontractor(s) ***will*** offshore the following services under this contract:

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

\_\_\_\_\_  
(Affiant Signature)

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Section 5719.042 O.R.C.

My Commission expires \_\_\_\_\_, 20\_\_\_\_ (Seal)

## APPENDIX B REFERENCES

Please provide a minimum of three, but up to five references, including company names, addresses, telephone numbers, and persons to contact that will provide a reference for your company. Please provide references that can confirm your ability to provide products or services or a similar scope to the requirements of this RFP. Failure to provide three references may be annotated as a discrepancy during evaluation.

1) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Contact person: \_\_\_\_\_

Comments:

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2) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Contact person: \_\_\_\_\_

Comments:

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3) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Contact person: \_\_\_\_\_

Comments:

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4) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Contact person: \_\_\_\_\_

Comments:

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5) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Contact person: \_\_\_\_\_

Comments:

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## **APPENDIX C**

**NOT USED**

**APPENDIX D  
OFFEROR DELIVERABLES  
INSTRUCTIONS**

**Offerors must submit TWO (2) original hard copies with original signatures where requested plus a copy of your complete proposal scanned onto ONE (1) flash or thumb drive of all requested documents of the RFP:**

1. Download and print a copy of the Request For Proposals from the Purchasing Department website.
2. Make one copy - keep all copies separated by rubber-bands or binder clips in the order as they print. You now have two sets.
3. Keeping each Original “set” separated by rubber-bands or binder clips, use blue or black ink to fill in every required page in each set -- make sure that you carefully read the entire RFP for requested information where a form is not provided (i.e., Gantt Chart, samples, etc.) and you must create and/or add other required documents as required. Notarize forms where required.
4. When finished, each Offeror should have two completed (in blue or black ink) Originals and one blank copy of the RFP.
5. Take one complete set of your entire completed RFP and scan onto one (1) flash or thumb drive.

*Any proposal received after the proposal opening date and time will be automatically rejected.*

**Please see the Administrative Requirements and Contract Terms and Conditions for more information on the proposal submittal process and changes impacted by the COVID-19 pandemic.**

The following Appendix D Offerors Deliverables Checklist is provided as a reference when preparing your proposal.

## APPENDIX D OFFEROR DELIVERABLES CHECKLIST

**Two (2) Original Hard Copies of all forms/documents listed below, plus  
one (1) copy of your proposal scanned onto one (1) CD, Jump or Flash Drives**

FORM OR DOCUMENT	DESCRIPTION & NUMBER OF DOCUMENTS	✓
Cover Page	2 Copies – Completed.	
Statement of Receipt Form & “No Response” Form	Please complete and fax to our office at (614) 525-3144 prior to proposal opening	
Certificate of Good Standing	2 Copies	
Proposal Data Sheet	2 Copies, Completed – please only complete the section titled “Offeror Information.”	
Workmen’s Compensation Liability Certificate (See Section 9.04 of Appendix G Draft Contract)	2 Copies, if required by Vendor’s State law (Ohio law requires proof of Workers Compensation).	
Certificate of Insurance (See Section 4.09, Appendix G Draft Contract)	2 Copies – All must be listed as “additional insured:” The Franklin County Recorder’s Office, The Franklin County Board of Commissioners, the RFP Title and the RFP Number.	
Appendix A – Affidavits and SEBE Information Form (Exhibits A-1 thru A-6)	2 Originals of each Affidavit and SEB Information Form – each form must be Completed & Signed (original signatures) and Notarized where applicable (A1 & A2 only).	
Appendix B – References	2 Copies, Complete (all pages)	
Appendix C – Performance Bond	Not Used	
Appendix D	N/A	
Appendix E – Pricing	2 Originals – Completed.	
Appendix F – Specifications	2 Copies of any/all requested materials – please label each section accordingly.	
Appendix G – Draft Contract	N/A; Submittal not required – <b>Any exceptions to contract language or requirements should be submitted with proposal: two copies attached and labeled as “Exceptions to the RFP and Contract Terms &amp; Conditions”</b>	
W-9 Form	2 Copies; Completed and Signed.	
Amendments / Clarifications, if applicable	2 Copies, Signed (last page only need submitted)	

After typing your responses, print two (2) hard copies for your hard copy proposal submission and save to the required one (1) CD, Flash or Jump drive, for inclusion with your proposal submission. Please complete all sections.

## **APPENDIX E PRICING**

**Total Cost for the Plan \$**\_\_\_\_\_

**Below, list out each deliverable and the price associated with each one.**

## **APPENDIX F**

### **SPECIFICATIONS AND SCOPE OF WORK**

Franklin County Emergency Management & Homeland Security (FCEM&HS) is requesting proposals for the Mass Fatality Plan workshop and tabletop exercise series. FCEM&HS acts as the fiscal and coordinating agency for Ohio Emergency Management Planning Region Four (Central).

The purpose of this existing plan is to provide operational guidance to the fifteen counties in the Central Region of Ohio for coordinating a regional response to a mass fatality incident. This plan is specific to regional coordination and is meant to complement local response efforts. This plan encompasses the lifecycle of mass fatality operations from activation through demobilization.

The main objective of this plan is to coordinate counties in the Central Region to prepare for, respond to, and recover from a mass fatality incident. Specifically, the plan aims to accomplish the following:

- Set a defined incident management structure for regional partners to work together seamlessly during a mass fatality incident.
- Describe activities to be undertaken during all phases of a mass fatality incident.
- Identify resources available to support an incident and provide useful tools to aid response efforts.

The Central Planning Region comprises 15 counties in central Ohio: Crawford, Delaware, Fairfield, Fayette, Franklin, Hardin, Knox, Licking, Logan, Madison, Marion, Morrow, Pickaway, Union, and Wyandot. This plan focuses on how these counties can support local response and recovery efforts related to a mass fatality incident.

This workshop and exercise series is funded through a State Homeland Security Grant project and is budgeted not to exceed \$100,000 and be completed no later than March 31, 2022.

#### **Scope and Deliverables:**

The Contractor is responsible for performing and providing the following services and deliverables:

- Shall submit with their proposal, a detailed initial timeline with associated price invoicing associated with each milestone, meeting both the previously identified budget and project end date.
- Contractor is requested to hold and facilitate several virtual workshops to educate the appropriate County Coroner's and support agencies and staff listed within the plan and its content. These virtual workshops (up to three) are to be variable based upon the needs of the participants as it relates to their population, risk and resources available for managing and responding to a mass fatality incident.
- Proposals are to include resumes of key personnel and their experience with tabletop exercises and/or workshops (previous tabletop/workshop experience required) identify any contractors utilized in support of workshop/exercises.
- Proposals are to include up to five references, of which three will be contacted and factor into the final evaluations score.
- The Workshops are to be followed with three tabletop exercises also tailored to the demographics of the participants and following the Homeland Security Exercises and Evaluation Program (HSEEP) process of planning and conducting tabletop exercises, including hot wash and final After Action Report (AAR).

The Workshops and tabletop exercises should focus on the following areas of the plan (this is not a complete or final objectives list but examples of focus):

- Notification and Activation of response to the scene.
- Discussion of Unified/Incident Command.
- Documentation of victim's personal effects and items of evidence.
- Decontamination of remains and personal effects.
- Arrange and discuss transportation of deceased and human remains.
- Process of requesting additional regional and state resources.
- Effective Communication with Law Enforcement, Fire/EMS, Search and Rescue organizations, Emergency Management Agencies, State Agencies, other partners.
- Effective communication with media, funeral homes and other entities.
- Family Assistance process.

Final delivery of all meeting materials, attendance sheets and workshop presentations, Tabletop Exercise materials and After-Action Report materials (digital and one hard copy) to each Central Region Coroner and Emergency Management Director.

Assist FCEM&HS with all necessary project close out documentation for final reimbursement from Ohio EMA.

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# APPENDIX G DRAFT CONTRACT

## C O N T R A C T

Between

FRANKLIN COUNTY BOARD OF COMMISSIONERS

And

THE CONTRACTOR

This Contract entered into by and between \_\_\_\_\_, a \_\_\_\_\_ having its principal place of business located at \_\_\_\_\_ (hereafter referred to as "Contractor") and the Franklin County Board of Commissioners, on behalf of Franklin County Emergency Management and Homeland Security (hereafter referred to as "County") to conduct Workshops and Tabletop Exercises to fifteen counties in the Central Region of Ohio for the Regional Mass Fatality Plan. pursuant to the authority of Sections 307.86 to 307.92 of the Ohio Revised Code and under the approval of Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2021.

For the mutual considerations herein specified, Franklin County and the Contractor have agreed and do hereby agree as follows:

### **Section 1      Administrative Requirements**

This Contract consists of the complete Request For Proposals (hereafter referred to as RFP) including these Contract Terms and Conditions, the RFP specifications, Pricing Form, all documents requiring Contractor's signatures, and any written amendments/addendums to the RFP; the Contractor's complete competitive sealed RFP submission, including proper modifications, clarifications, and samples; and applicable resolutions, purchase orders and/or other ordering documents.

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- 1) This signed Contract document and all attached Exhibits;
- 2) The RFP response submitted by the Contractor; and
- 3) The County's original RFP 2021-62-18.

### **Section 2      Pricing and Delivery of Services**

The agreed to Pricing and Services attached as given in the RFP and the information provided in Exhibit A.

### **Section 3      Term of Contract**

The term of the Contract shall be in effect from the date of approval of the Franklin County Board of Commissioners and shall be in effect until XXXXXXXX XX, XXXX.

### **Section 4      Miscellaneous Terms**

#### **Section 4.01      Standard of Care**

Contractor shall discharge its respective obligations under the Contract with that level of reasonable care which a similarly situated business would exercise under similar circumstances. As an inducement to the County to enter into this Contract, the Contractor represents and warrants the following to the County:

- (a) It (i) is duly incorporated, organized and validly existing under the laws of, and in good standing with its state of incorporation; (ii) has full authority to grant the County the rights granted in this Contract; (iii) has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Contract.
- (b) It shall execute any and all documents or Contracts with third parties in its name and shall not represent itself as conducting business on behalf of the County or any of its agencies.
- (c) It has filed all tax returns (federal, state and local) required to be filed and has paid all taxes shown thereon to be due and all property taxes due, including interest and penalties, if any.

(d) It is in compliance in all material respects with all laws, regulations and requirements applicable to its business and has obtained all authorizations, consents, approvals, orders, licenses, exemptions from, and has accomplished all filings or registrations or qualifications with, any court or governmental authority that are necessary for the transaction of its business.

#### **Section 4.02 Affirmative Covenants**

Until the termination or expiration of this Contract, each Contractor shall:

- (a) Maintain its existence and continue to be duly incorporated legal entity that is and organized and validly existing under the laws of its incorporation and duly qualified to do business in, the State of Ohio to the extent required by applicable law.
- (b) Give notice to the County, within ten (10) days of the Contractor learning thereof, of any litigation involving a claim for damages in excess of One Hundred Thousand Dollars (\$100,000) affecting or relating to the Contractor or the services required under this Contract.
- (c) Promptly notify the County if:
  - (i) The Contractor learns of the occurrence of any event which constitutes, or, with the passage of time, the giving of notice or otherwise, will constitute, an Event of Default or a default under this Contract agreement or any of its other loan documents, together with a detailed statement by a duly authorized representative specifying the nature thereof and what action such Contractor is taking or proposes to take with respect thereto;
  - (ii) Such Contractor receives any notice of default from, or the taking of any other action by, the holder(s) of any promissory note, debenture or other evidence of indebtedness of such Contractor, together with a detailed statement by the Contractor's duly authorized representative specifying the notice given or other action taken by such holder(s) and the nature of the claimed default and ;
  - (iii) Such Contractor learns of the existence of any legal, judicial or regulatory proceedings affecting such Contractor or any of its properties or assets in which the amount involved is material and is not covered by insurance or which, if adversely determined, would cause a material adverse change in the business, prospects, profits, properties, assets or condition (financial or otherwise) of such Contractor; or
  - (iv) There shall occur or exist any other event or condition causing a material adverse change in the business, prospects, profits, properties, assets or condition (financial or otherwise) of such Contractor.

#### **Section 4.03 Indemnification**

The Contractor shall assume the defense of, indemnify, and save harmless Franklin County and all Franklin County Agencies, including public officials, and employees acting in the course of their employment from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Contractor's performance of the work required under this Contract and including Contractor's employees and agents.

#### **Section 4.04 Performance Bond Requirements**

Not Applicable to this RFP.

#### **Section 4.05 Ethics**

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

#### **Section 4.06 Subcontracting**

Contractor confirms that it will be the primary Contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under this Contract, but Contractor will remain the primary Contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the effective date, Contractor must identify its subcontractors, suppliers, and joint ventures for performance of this Contract. The Contractor must provide updates to its list of

subcontractors, suppliers, and joint ventures during the term of this Contract. The Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government. County reserves the right to deny use of a subcontractor(s) if County determines that the Contractor will not be the primary Contractor who will be performing the work under the Contract.

#### **Section 4.07                      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 Contractor converting into, merging or consolidating with or selling or transferring substantially all of its assets or business to another corporation, person or entity.

#### **Section 4.08                      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 4.09                      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 RFP 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 Department 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:* \$1,000,000 all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence arising out of ownership, maintenance or use of any automobile.

*Umbrella and/or Excess Annual Aggregate Limit:* \$1,000,000 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 5                      Time of Performance**

##### **Section 5.01                      Time of 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**

There are no extension periods provided for in the contract. Any pricing increase due to a Statement of Work Modification must be agreed to by both parties, and any such modification shall be binding upon both parties upon execution of a contract modification signed by both parties.

#### **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 RFP or completion of the Contract extension or the completion of any outstanding deliverables under this Contract with the approval of the awarding agency. Any such extension shall be in accordance with the terms and conditions of this Contract. After the 90 days the Contract is considered expired and no further work can be started or completed after this date. Work completed before this date may be paid for by the Agency. However, any work completed after the 90-day extension date shall not be paid for by the County.

This extension does not require the approval of the Board of Commissioners.

### **Section 6 Invoicing, Payment and Taxes**

#### **Section 6.01 Fee Payment Schedule**

Payments will be made upon completion, delivery and acceptance by the County of the deliverables in accordance with the fee payment schedule below to be negotiated:

#### **Section 6.02 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) RFP# 2021-62-18
- 2) Name and Address of the Contractor
- 3) Billing Period
- 4) Location
- 5) Unit Cost (must match Contract pricing)
- 6) Calculated Extended Cost
- 7) Shipping/billing address
- 8) Customer Service Telephone Number

#### **Section 6.03 Payment Due Date**

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

#### **Section 6.04 Taxes**

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

provided on request by the Contractor receiving the award.

## **Section 7 Contract Administration and Reports**

### **Section 7.01 Contract Administration**

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

### **Section 7.02 Out of Scope Work and Contract Modification**

The Contractor is not allowed to perform any work that is out of scope. If the Contractor believes that the work being requested to be performed is out of scope it must be brought to the attention of Franklin County Emergency Management & Homeland Security (FCEM&HS) or the Purchasing Department. Any work that is out of scope, if it is determined to be necessary by the County, must be added to the Scope of Work through a written Contract Modification that is approved by the Board of County Commissioners, who has the sole authority to modify the Contract. Approval of a contract modification under this section by the Board of County Commissioners shall be at their sole and complete discretion. If the Contractor knowingly performs work that is out of scope and does so without the proper written authorization from the Board of Commissioners they do so at their own risk. The County will not be liable for any cost of the work performed that was out of scope and done without the proper authorization.

### **Section 7.03 Status Reports**

The management of Franklin County or using co-op members may request various reports regarding performance of this contract. The offeror will respond to such requests in a timely manner. All reports will be provided at no cost to the County.

### **Section 7.04 Developed Materials**

All materials that have been prepared, written, created, or developed pursuant to the specifications in this Contract shall become the property of Franklin County and may be returned only at Franklin County's discretion. Furthermore, Franklin County owns the entire title, right, and interest to said materials including the right to reproduce or distribute said material.

### **Section 7.05 Quality Assurance**

The Contractor is responsible for the quality of the materials developed for the County under this contract. The County reserves the right to inspect and review all deliverables as they are being developed and written. Furthermore, the County reserves the right to have the Contractor make any and all corrections to the deliverables, at no cost to the County, prior to final acceptance.

### **Section 7.06 Warranties**

Not applicable to this RFP.

## **Section 8 Contract Cancellation; Termination; Remedies**

### **Section 8.01 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) 90-Day Notice Termination**

Franklin County reserves the right to terminate the Contract immediately by giving the vendor 90-days written notification. If this Contract is terminated for convenience, Franklin County shall be liable only for payment under the payment provisions of the Contract for goods and services rendered before the effective date of termination.

## **2) Non-Appropriation of Funds**

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

## **3) Cancellation for Failure to Retain Certification**

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

## **4) Cancellation for Financial Instability**

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

### **Section 8.02 Termination for Default**

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

- a) Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
  - b) Make progress, so as to endanger performance of this Contract the services required under this Contract.
- 1) Franklin County **may exercise** its right to terminate this Contract under this Section of the Contract if after receipt of the notice from Franklin County specifying the failure of the Contractor to perform such services, the Contractor **does not offer a plan to cure** such failure within 10-days (or more if authorized in writing by Franklin County) in a manner acceptable to the County.
  - 2) If Franklin County terminates this Contract in whole or in part, for default under this Section 8.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of Implementation fees that have been paid to the Contractor as of the termination date of the Contract. However, the Contractor shall continue the work not terminated.
  - 3) Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
  - 4) If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

### **Section 8.03 Actual Damages**

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

## **Section 9 Certifications and Affidavits**

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

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a Contract to any Contractor against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By signing this Contract, the Contractor warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under O.R.C. §9.24, without notifying the County of such finding. If, after the Contract is awarded, it is determined that an “unresolved” finding for recovery had been issued against the Contractor prior to the award, the Contract shall be void. The Contractor understands that Contractor shall be responsible to the County for any expenditure against the Contract.

### **Section 9.02 Suspension and Debarments**

The County will not award a Contract for goods or services, funded in whole or in part with federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Excluded Parties List in the System for Award Management (SAM) database at <https://www.sam.gov/SAM/>, or as may be amended.

### **Section 9.03 Legal Compliance**

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in the Contract 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 Contract.

### **Section 9.04 Workers' Compensation Provision**

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the RFP 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, 25<sup>th</sup> Floor, 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 9.05 Non-Collusion Certification**

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

### **Section 9.06 Non-Discrimination / Equal Opportunity**

The Contractor agrees that in the hiring of employees for the performance of work under the contract the Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, 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 the Contractor or any person acting on behalf of Contractor, shall not, 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, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

By the signature affixed on Exhibit A-2 of Appendix A of the RFP (*Non-Discrimination / Equal Opportunity Affidavit*), the Contractor certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.

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 equal employment opportunity officer of the department of administrative services.

#### **Section 9.07                    Lobbyist/Consultant Declaration Form**

In order to maintain transparency in the County procurement process, the Contractor is required to list the name, company and address of any lobbyist or consultant that assisted them with the RFP which they have submitted to the County for their consideration for an award. The information should be provided utilizing Exhibit A-4 of Appendix A of the RFP. If more than one Lobbyist or Consultant provided assistance then the Contractor should provide one Exhibit A-4 for each Lobbyist or Consultant.

#### **Section 9.08                    Delinquent Personal Property Taxes**

By the signature affixed on Appendix A Exhibit A-5 (*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            Special Considerations**

#### **Section 10.01                    Public Record and Treatment of Confidential and Proprietary Information**

Pursuant to Ohio Revised Code 149.43, all information submitted by the Contractor shall be considered a public record. In the event the County receives any request for any information received as part of this Contract the County will immediately take steps to release the information to the requesting party. In the event the competitive submittal was an RFP, then in accordance with 307.862(c) the information will be released as soon as the Contract is entered into the Commissioners Resolution Management System (CRMS).

#### **Section 10.02                    Governing Law/Venue**

This Contract 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 Contract shall be forumed and venued in the Court of Common Pleas Civil Division located in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such court.

#### **Section 10.03                    Independent Status of the Contractor**

- 1) The parties will be acting as independent Contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.
- 2) The Contractor shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

#### **Section 10.04                    Entire Contract/Amendment/Waiver**

This Contract and its exhibits and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Contract shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Contract. 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 10.05                    Green Initiatives**

By adoption of Resolution 432-17, the Franklin County Board of Commissioners have reaffirmed the County's commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices through deployment of alternate fuel and hybrid electric vehicles.

It is the Board of Commissioners intent to support the green energy economy through workforce partnerships and doing business with providers of goods and services who promote sustainable environmental policies within their own businesses and while doing business with Franklin County.

#### **Section 10.06                    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:

Selected Contractor  
Attention:  
Address  
City, State, Zip  
Telephone (XXX) XXX-XXXX  
Facsimile: (XXX) XXX-XXXX  
Email:

If to the County:

Franklin County Emergency Management & Homeland Security  
Attention: Director  
5300 Strawberry Farms Blvd.  
Columbus, OH 43230-1049  
Telephone: (614) 794-0213  
Facsimile: (614) 882-3209

With a copy to:

Franklin County Purchasing Department  
Attention: Purchasing Director  
373 S. High Street, 25<sup>th</sup> Floor  
Columbus, OH 43215  
Telephone: (614) 525-7266  
Facsimile: (614) 525-2402  
Email: [mabaloni@franklincountyohio.gov](mailto:mabaloni@franklincountyohio.gov)

#### **Section 10.07                    Off-Shore Activities**

No portion of this Contract may be performed offshore. All services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly pertain to servicing this Contract shall be performed within the borders of the United States. This shall include any back up services for data, back office services and work performed by subcontractors at all tiers. Please see Appendix A, Exhibit A-6 Off Shore Affidavit.

#### **Section 10.08                    Time of the Essence**

The time limits and time lines set forth herein are of the essence of this Contract. The Contractor has reviewed and approved all such time limits and time lines and confirms that all such limits are reasonable periods of time for its performance hereunder.

**Section 10.09                      Offset**

The County may set off any amounts the Contractor owes the County under this or other contracts against any payments due from the County to the Contractor under this or any other Contracts with the County.

**Section 10.10                      Travel Expenses**

Any travel that the Contractor requires to perform its obligations under the Contract will be at the Contractor's expense. The County will pay for any additional travel that it requests only with prior written approval. The County will pay for all additional travel expenses that it requests in accordance with the Franklin County Board of Commissioners Travel Policy.

**Section 10.11                      Headings**

The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.

**Section 10.12                      Survivorship**

All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

The parties hereto have set their hands and seals or caused this agreement to be executed by the duly authorized officer or agents on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Franklin County Board of Commissioners:**

**Contractor:**

By: \_\_\_\_\_  
Kevin L. Boyce, President

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

By: \_\_\_\_\_  
John O' Grady, Commissioner

By: \_\_\_\_\_  
Dawn Tyler Lee, Commissioner

APPROVED AS TO FORM:

G. Gary Tyack  
Prosecuting Attorney  
Franklin County, Ohio

APPROVED AS TO FORM:

Megan A. Perry-Balonier  
Director, Purchasing Department  
Franklin County, Ohio

By: \_\_\_\_\_  
Assistant Prosecuting Attorney

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

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

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

## 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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____  <input type="checkbox"/> Other (see instructions) > _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code  List account number(s) here (optional)	Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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								
				-			-	

Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**      Signature of U.S. person >

Date >

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### **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/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "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/disregarded entity name" line.

## 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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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](http://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](http://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 [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3876).

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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>4</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> 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. Grantor also must provide a Form W-9 to trustee of trust.

**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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.