



Franklin County
Board of Commissioners
PURCHASING

Commissioner Kevin L. Boyce
President

Commissioner Marilyn Brown

Commissioner John O' Grady

Purchasing Department
Megan A. Perry-Balonier Director

INVITATION TO BID AND CONTRACT DOCUMENTS

FOR

INVITATION TO BID NUMBER: 2021-52-11

DATE AND TIME OF BID OPENING: March 24, 2021 @ 11:00 a.m.

PROJECT NAME: Canned, Dry, Frozen, and Dairy Food Products

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

SUMMARY OF PROJECT/BID

The Franklin County Board of Commissioners on behalf of the Franklin County Sheriff's Office is seeking qualified bidders to provide Canned, Dry, Frozen, and Dairy Food Products for the Franklin County Correctional Facilities. The contract will be for a six (6) month period.

***NAME OF COMPANY:** _____

NAME OF OFFICIAL: _____

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

ADDRESS: _____

CITY, STATE, & ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

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

** Order Placement/Contact Name is the Party whom will be main point of contact for Franklin County in regards to any and all questions pertaining to Offeror's Bid.2:0011:00 a

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

STATEMENT OF RECEIPT FORM & "NO BID" FORM

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

Fax: 614-525-3144

RE: ITB# 2021-52-11 ~ Canned, Dry, Frozen, and Dairy Food Products

Email: bskamlet@franklincountyohio.gov

Mail: Franklin County Purchasing

Attn: Brad Kamlet

373 South High Street-25th Floor

Columbus, OH 43215-6315

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

_____ We have reviewed the bid documents. We decline to bid for the following reason(s):

Please check all that apply:

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

_____ Insufficient time to respond.

_____ We do not offer this product or service.

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

_____ Specifications are unclear.

_____ We are unable to meet insurance requirements.

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

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

_____ We are unable to obtain the documents.

_____ Other (specify below).

Remarks: _____

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

*** COMPANY NAME:** _____

AGENT: _____

DATE: _____ **TEL #:** _____

ADDRESS: _____

ADDRESS: _____

EMAIL: _____

FAX#: _____

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

GENERAL INFORMATION

Certificate of Good Standing:

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

To obtain an Ohio certificate of good standing, please visit:

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

Completing the Administrative Requirements & Contract Terms & Condition:

1. Complete Section 11.05 Notices:

- Print your Company Name, Applicable Company Contact, Address, City/State/Zip, Telephone and Facsimile Number;

2. Under "Contractor" (bolded):

- Print your Company Name, have the Authorized Person affix their Signature and then Print their name and date.

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

All Articles and Appendices listed below are hereby incorporated into and made a part of this Contract:

Administrative Requirements:

Section 1 – General Instructions
Section 2 – Bid Requirements
Section 3 – Pricing & Estimates

Section 7 – Invoicing, Payment and Taxes
Section 8 – Contract Administration and Reports
Section 9 – Contract Cancellation, Terminations, Remedies

Contract Terms and Conditions:

Section 4 – Miscellaneous Terms
Section 5 – Time of Performance
Section 6 – Delivery

Section 10 – Certifications and Affidavits
Section 11 – Special Considerations

Appendixes: Appendix A: Exhibits A-1, A-2, A-3, A-4, A-5, A-6 (Equal Opportunity, Non-Collusion, SEBE Information Form & Consultant Disclosure Form, Delinquent Personal Property Tax Form, & Delinquent Personal Property Tax)

Appendix B – References

Appendix C – Not applicable to this ITB

Appendix D – Bidder Deliverables Instructions & Checklist

Appendix E – Pricing Response Form

Appendix F – Specifications & Scope of Work

W-9 Form

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

Brad Kamlet
Franklin County Purchasing Department
373 S. High Street, 25th Floor
Columbus, Ohio 43215-6315
Office: (614) 525-5860
Fax: (614) 525-3144
Email: bskamlet@franklincountyohio.gov

DEADLINE FOR QUESTIONS: A deadline has been established for submittal of questions. Interested parties must submit all questions, **in writing**, via email, **no later than 12:00 Noon on March 12, 2021** to be considered for a response. Questions received after this date and time will not receive a response. Questions must be submitted in writing to Brad Kamlet, Senior Purchasing Coordinator at bskamlet@franklincountyohio.gov

BID OPENING: Sealed bids are due **March 24, 2021 by 11:00 a.m.** at which time they will be publicly opened and the names of vendors read aloud. 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.

Below, please find the links and contact numbers for the Zoom meeting for this bid/proposal opening:

bskamlet@franklincountyohio.gov is inviting you to a scheduled Zoom meeting.

Topic: 2021-52-11 Bid Opening

Time: Mar 24, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://franklincountyohio.zoom.us/j/98260877930?pwd=OU5LVVRQQnNvSHc0aWJLd3R5VFhNUT09>

Meeting ID: 982 6087 7930

Passcode: 765014

One tap mobile

+13126266799,,98260877930#,,, *765014# US (Chicago)

+19294362866,,98260877930#,,, *765014# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 982 6087 7930

Passcode: 765014

Find your local number: <https://franklincountyohio.zoom.us/j/98260877930?pwd=OU5LVVRQQnNvSHc0aWJLd3R5VFhNUT09>

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

Bid Instructions

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

Bid Format

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

Bid Contents

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

Submittal of Bids

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

Contract

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

BACKGROUND INFORMATION

Franklin County is seeking qualified bidders to provide Canned, Dry, Frozen, and Dairy Food Products to the Franklin County Correctional Facilities.

CALENDAR OF EVENTS

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

Key Dates	Event
February 25, 2021	Request for Bid (ITB) Notifications and ad placed for ITB. Inquiry process begins.
February 25, 2021	Bid instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
February 25, 2021– March 24, 2021	Vendors submit their Intention to propose or decline response requested via <i>Statement of Receipt Form</i> and " <i>No Response</i> " Form/ Response Document.
March 12, 2021 At 12:00 Noon	Offeror Question Submission Deadline. (Q&A) All questions pertaining to this ITB must be submitted in writing at the date and time noted to Brad Kamlet, by the date and time listed, via email: bskamlet@franklincountyohio.gov to be considered for a response.

Key Dates	Event
March 17, 2021	Answers provided to Questions submitted are posted to the Franklin County Purchasing Department website in the form of a Clarification or Amendment.
March 24, 2021 By 11:00 a.m.	Sealed Bids are due to Franklin County Purchasing by <u>11:00 a.m. on March 24, 2021</u> 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, by 11:00 a.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. Below, please find the links and contact numbers for the Zoom meeting for this proposal opening: bskamlet@franklincountyohio.gov is inviting you to a scheduled Zoom meeting. Topic: 2021-52-11 Bid Opening Time: Mar 24, 2021 11:00 AM Eastern Time (US and Canada) Join Zoom Meeting https://franklincountyohio.zoom.us/j/98260877930?pwd=OU5LVVRQQnNvSHc0aWJLd3R5VFhNUT09 Meeting ID: 982 6087 7930 Passcode: 765014 One tap mobile +13126266799,,98260877930#,,,,*765014# US (Chicago) +19294362866,,98260877930#,,,,*765014# US (New York) Dial by your location +1 312 626 6799 US (Chicago) +1 929 436 2866 US (New York) +1 301 715 8592 US (Washington DC) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) Meeting ID: 982 6087 7930 Passcode: 765014

Key Dates	Event
	Find your local number: https://franklincountyohio.zoom.us/j/82282282282 As a reminder: <u>Proposals sent via USPS, UPS or FedEx should be mailed to:</u> Franklin County Purchasing Department 373 South High Street, 25th Floor Columbus, Ohio 43215-6315 Attn: Brad Kamlet, Senior Purchasing Coordinator <u>Bids/Proposals delivered in-person:</u> 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 25th Floor. However, bids & 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 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”). 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. 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.” ALL SEALED BIDS/PROPOSALS MUST BE PROPERLY IDENTIFIED WITH THE SUBMITTERS NAME AND THE ITB/RFP/RFQ NUMBER AND TITLE ON EACH SEALED ENVELOPE.
April 7, 2021	Purchasing Department review of Bids is complete
April 16, 2021	Bid review by Franklin County Sheriff’s Office is complete
April 19, 2021 through April 22, 2021	Finalize Contract Documents/Obtain needed signatures

Key Dates	Event
April 23, 2021	Contract paperwork submitted to Clerks office
April 29, 2021	Commissioners briefing
May 4, 2021	Commissioners Award / General Session Resolution
May 4, 2021	Effective start date of new contract

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

ADMINISTRATIVE REQUIREMENTS AND CONTRACT TERMS AND CONDITIONS (CONTRACT)

Bidder is to complete the following Sections:

- **Section 11.05**
- **Section 11.13 (Under “Contractor”)**

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

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

ADMINISTRATIVE REQUIREMENTS

SECTION 1 GENERAL INSTRUCTIONS

Section 1.01 Entire Agreement; Parties to the Contract

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

Section 1.02 Exclusions from Bidding

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

Section 1.03 Contract Agreement

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

Section 1.04 Contract Components

This Contract consists of the complete Invitation to Bid (ITB), including the Contract Terms and Conditions, the Bid Specifications and Conditions of Participation, the Pricing Response Form, all documents requiring Offeror’s signatures, any written amendments/addendums to the ITB, the Offeror’s complete competitive

sealed Bid, including signed required amendments and clarifications, and all supporting information and documentation submitted per the requirements of the ITB.

Section 1.05 Specifications

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

Section 1.06 Registration with Franklin County

All Offerors interested in doing business with Franklin County should register with the County before the award of any contract. Offerors may register with Franklin County online at: <http://purchasing.franklincountyohio.gov/businesses/vendor-registration.cfm>, or in person Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25th Floor, 373 South High Street, Columbus, Ohio, 43215-6315. Please note that when downloading bid opportunities from the Purchasing Department website, interested parties are prompted to register their company.

Section 1.07 Inquiry Process/Additional Information

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

A deadline has been established for submittal of questions. **Interested parties must submit all questions in writing to Brad Kamlet at bskamlet@franklincountyohio.gov no later than 12:00 Noon on March 12, 2021 to be considered for a response.** Questions received after this date and time will not receive a response. Unauthorized contact with any Franklin County staff members, except through the inquiry process described herein, is strongly discouraged. This does not apply to communication during the review process if Franklin County initiates the communication.

Section 1.08 Oral Explanation

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

Section 1.09 Decline to Offer

Any Offeror who receives a copy of this ITB but declines to make an offer is requested to submit a Decline to Offer notification by utilizing the *Statement of Receipt Form* and *“No Response” Form*. Interested parties are requested to return the document by the date listed in the Calendar of Events.

Section 1.10 Compliance with Specifications and Terms and Conditions

The County cannot accept on submitted Bids any changes or markups to the ITB terms and conditions, the pricing response or bid form, nor is the County allowed to accept any additional agreements that were not part of the originally issued ITB documents. The County will make any changes to the ITB Terms and Conditions or specification through the issuance of amendments or clarifications during the question inquiry process. If an Offeror submits a bid with changes or mark-ups, or submits its own standard contract for signature, that bid will be determined to be non-responsive and will not receive further consideration.

Section 1.11 Conflict of Interest

By submitting a Bid the Offeror or any people that may work through the Offeror affirms there is no possible conflict of interest (e.g., employed by Franklin County, etc.). Franklin County reserves the right to reject a Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Section 1.12 Representations

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

SECTION 2 BID REQUIREMENTS

Section 2.01 Bid Opening

Sealed bids are due by March 24, 2021 at 11:00 a.m. All sealed bids received after this time and date, for any reason will be rejected. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed bids are received and will be the sole factor in determining if bids are received in time to be considered. The opening of the sealed bids will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor, Columbus, Ohio 43215-6315. Interested Offerors may attend the opening of the Bids but are not required to do so. Offerors are advised to allow adequate time to locate appropriate parking in the downtown Columbus Ohio area, access required security checkpoints within the Franklin County Courthouse building in order to submit bid(s) by the required date and time.

Section 2.02 Bid Preparation Costs

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

Section 2.03 Bid Instructions

- 1) Franklin County requires clear and concise Bids. Offerors should take care to completely answer questions and meet the ITB's requirements.
- 2) **Each Bidder is to submit two (2) original completed hard copies of their bid and one complete copy of their bid onto CD Rom, or Thumb Drive** by no-later-than 11:00 A.M. the day the Bids are scheduled for opening. Please see the recommendations listed in Appendix D for Offeror's when preparing their Bid(s). Contractors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paper clips, binder clips, or rubber bands to keep them orderly. This includes any amendments or addendums applicable to the Bid. All hardcopy documents will be on 8.5-inch x 11-inch paper; brochures should be copied to the same format.
- 3) Each Bid must be submitted in a SEALED envelope or similar containers with the submitting Bidder's Company Name and Address, Bid Number and Bid Title CLEARLY MARKED on the exterior. If an Offeror uses an express mail or courier service, the Bid number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A Bid that is not properly and clearly marked and is inadvertently opened before the scheduled Bid opening time may be disqualified without additional consideration. **Faxed and emailed submissions are not acceptable.**

Section 2.04 When Bids May Be Delivered

The Purchasing Department ("Purchasing") must receive Bids prior to and no-later-than 11:00 A.M. the day the Bids are scheduled for opening. Sealed Bids received after the specified date and time will be considered late and will not be opened. Sealed Bids received through the mail after the specified Bid opening date and time will be returned to the Offeror unopened. Purchasing does not accept Bids with postage due. 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 Bids during the hours of 8:00 a.m. through 4:30 p.m. Monday through Friday, except state observed holidays. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed Bids are received and will be the sole factor in determining if Bids are received in time to be considered.

Section 2.05 Where Bids Must Be Delivered

Bids must be delivered to the following address:

Franklin County Purchasing Department
Attention: ITB# 2021-52-11 ~ Canned, Dry, Frozen, and Dairy Food Products

Section 2.06 Clarifications, Amendments, and Addendums

- 1) If an Offeror discovers any inconsistencies, errors, or omissions in the Invitation to Bid, the Offeror should request clarification from the Franklin County Purchasing Department. Such requests will be made only in writing. No other form for submitting clarifications is acceptable. **Interested parties must submit all questions, in writing, via email, to Brad Kamlet at bskamet@franklincountyohio.gov no later than the date and time listed in the Calendar of Events to be considered for a response.**
- 2) Clarifications will be made no later than five (5) business days before the date of Bid opening, unless otherwise noted. Requests for clarifications received after the above timeframe will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specification which could affect all Bids.
- 3) During the Bid process, Offerors may be furnished certain amendments / addendums / clarifications covering additions and / or deletions to the ITB documents. Amendments / addendums / clarifications will be included in the Bid documents and will become a part of the Contract. Amendments / addendums / clarifications may be issued at any time preceding the Bid opening date. Franklin County reserves the right to postpone the Bid opening for its convenience. Any information given a prospective Offeror concerning the Bid will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to the Franklin County Purchasing Web Site under this Bid. Those interested in submitting a response to this Bid shall monitor that web site for any amendments / addendums or clarifications to assure complete compliance with specifications, terms and conditions.
- 4) When it is necessary to modify an Invitation to Bid, Purchasing does so by written amendment or addendum only. All amendments / addendums will be posted to the Franklin County Purchasing Department's website at: <http://purchasing.franklincountyohio.gov/businesses/bid-opportunities/>. Oral instructions, given before the opening of a Bid or the award of a contract, will not be binding.

Section 2.07 Corrections before Bid Opening

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

It is the responsibility of the Offeror to resubmit a corrected Bid within the time constraints of the established Bid opening time and date. A corrected Bid that is being resubmitted after the established Bid opening time and date shall be considered late and will not be accepted. Corrected Bids received through the mail after the specified Bid opening date and time will be returned to the Offeror unopened.

Section 2.08 Corrections after Bid Opening

- 1) After the Bid opening, Offeror's may only withdraw their Bids as provided in Ohio Revised Code §9.31. Withdrawal of a Bid after a Bid opening exposes an Offeror to legal liability for sanctions, including costs for re-Bid, or may result in a Bid being awarded to the next lowest Offeror. Notice of a claim of right to withdraw a Bid submitted in error, after the Bid opening, must be made in writing and filed with Franklin County Purchasing Department within two (2) business days after the conclusion of the Bid opening procedure.
- 2) When there are errors in multiplication or addition in a Bid, the unit price quoted will be used for calculating the correct total Bid. If the error is in the unit price, the Bid will automatically be disqualified. Notice of a claim of right to withdraw such Bid must be made in writing filed with the contracting authority within two (2) business days after the conclusion of the Bid opening procedure (O.R.C. §9.31).

Section 2.09 Bids are Firm for 90-Days

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

Section 2.10 Bid Rejections

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

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

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

Section 2.11 Lowest and Best Offeror

An Offeror is lowest and best if its Bid offers the best-cost and supply or service in comparison to all other Offerors as set forth in the review paragraph in the Bid. Franklin County reserves the right to award the contract to the Offeror that may have a higher price and by bid review best meets the County's requirements.

Section 2.12 Bid Review Process

The review process will consist of the following phases:

Phase 1 - Initial Review of Bid

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

Phase 2 - Review of Bid Documents

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

Bid Review Criteria

Franklin County's determination of "lowest and best" Offer may include but is not limited to the following factors (not ranked in any particular order of importance):

- 1) Price of services;
- 2) Capability of the Offeror to perform specifications;
- 3) Quality of services in relation to specifications
- 4) The experience/references of the Offeror
- 5) Past performance

This is intended to be an all or nothing bid, however, if it is in the best interest of Franklin County, the County reserves the right to award to multiple vendors, to reject all bids and re-bid, or not to make any award on an "all or none" basis. Bids are typically evaluated within 60 days.

Section 2.13 Communication during Bid Review

- 1) During the bid review process, unless requested by County as part of the bid review process, any attempt on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror, to submit correspondence that is determined by County to be an attempt to compromise the impartiality of the bid review or any party on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror to communicate with any member of the County regarding the bid review process may be grounds for immediate disqualification of the Offeror. A determination to cease the bid review process or reverse an award determination will be at the sole discretion of the County.
- 2) County may request additional information to evaluate an Offeror's responsiveness to the Invitation to Bid or to review an Offeror's responsibility. If an Offeror does not provide the requested information, it may adversely impact County's bid review of the Offeror's responsiveness or responsibility.

Section 2.14 References

Utilizing Appendix B, please provide three references, including company names, addresses, telephone numbers, and persons to contact that can provide a reference for your company. Please provide references that can confirm your ability to provide 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 3 PRICING AND ESTIMATES

Section 3.01 Pricing

A pricing form has been provided in Appendix E Pricing Response Form. Please complete the form as requested in the instructions for that Appendix.

Section 3.02 Estimated Usage

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

In the event contracts are awarded to multiple Contractors, Franklin County reserves the right to allocate business to the various Contractors, at its sole discretion, based on its determination of operational needs. Customer preference will also be given strong consideration in the allocation of business among various Contractors.

Section 3.03 Samples

Franklin County may require offerors to provide sample supplies, equipment, or examples of work, at the offeror's expense. **Each Sample must include a label either affixed with adhesive or stapled, clearly identifying the Bidder and the name of the Item the sample represents in the Specifications.** County will return samples that are not destroyed by testing, at the Offeror's expense, upon the offeror's timely request. County may keep the samples of the offeror awarded under the contract until the completion of the contract. Unsolicited samples in response to the Invitation to Bid will not be reviewed and the County may dispose of them in any manner it chooses.

CONTRACT TERMS AND CONDITIONS

SECTION 4 MISCELLANEOUS TERMS

Section 4.01 Standard of Care.

Contractor shall discharge its respective obligations under the Agreement with that level of reasonable care which a similarly situated business would exercise under similar circumstances and for any transactions involving monies due the County, each such Contractor agrees to serve as a fiduciary for purposes of this Agreement. As an inducement to the County to enter into this Agreement, each 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 Agreement; (iii) has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.
- (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 Agreement, each Contractor shall:

- (a) Maintain its existence and continue to be a duly incorporated legal entity that is 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 Agreement.
- (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 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 what action such Contractor is taking or proposes to take with respect thereto;
 - (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.

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

Section 4.03 Indemnification

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

Section 4.04 Offeror's Warranty against an Unresolved Finding for Recovery

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

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

Section 4.05 Ethics

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

Section 4.06 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under the Contract, but Contractor will remain the primary contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date, Contractor will provide Franklin County with a list of subcontractors it currently uses.

Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

Section 4.07 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 the County's prior written consent is void and may result in the County terminating the contract and pursuing claims against the Contractor. County may assert against an assignee any claim or defense County may have against the assignor.

The Contractor shall notify the County as soon as possible, but no later than sixty (60) days, prior to the Company converting into, merging or consolidating with or selling or transferring substantially all of its assets or business to another corporation, person or entity. Franklin County reserves the right to inspect all new contractors to assure they meet the criteria as outlined in the original contract.

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 bid number** must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance carrier or liability amounts, a new certificate must be provided to the Franklin County Purchasing 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: \$1,000,000.00 all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence rising out of ownership, maintenance or use of any automobile.

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 4.10 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 Agreement 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 5 TIME OF PERFORMANCE

Section 5.01 Time of Contract

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

Section 5.02 Contract Extension and Price Increase

The contract will be for a period of six (6) months and does not include any extension options with the exception of Section 5.03. All prices will be firm and fixed during the contract period.

Section 5.03 Contract Extension at the End of Any Contract or Extension Period

The Contract may only be extended for up-to 90 days, at the option of the County, to allow for a new procurement process to select a vendor for the services, or the completion of any outstanding deliverables under this contract with approval of the awarding agency. Any such extension shall be in accordance with the terms and conditions of this Agreement. 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 agency.

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

SECTION 6 DELIVERY

Section 6.01 F.O.B. – Destination

Contractor must provide supplies or services under this Contract F.O.B. – Destination. The place of delivery will be specified by the participating agency on the agency's purchase order or other ordering document. Freight will be prepaid and will be documented on the delivery invoice.

Section 6.02 Delivery of Goods or Services

The Contractor is required to provide the goods or services agreed to under the Contract. If, during the course of the Contract the Contractor changes suppliers, the County will require that the contract be completed at the agreed to pricing and delivery requirements. Failure of the Contractor to provide the required goods and services will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

If Contractor is not able to deliver the supplies or services on the date and time specified by the participating agency or political subdivision on the order document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to or does not provide the supplies or services to a participating agency by the date and time provided / requested or by the date and time later agreed upon, the County may obtain any remedy authorized under this agreement or by law.

Section 6.03 Minimum Orders

Unless stated otherwise, no minimum order limits are authorized. The awarded Contractor will utilize the most economical and expeditious method for proper delivery of items. If authorized by the Contract a delivery fee may be applied for expedited delivery (e.g. over-night, air, etc) and will be noted in the Contract at the time of submittal. Do not supply such fees if they are not noted as authorized for the contract.

SECTION 7 INVOICING, PAYMENT AND TAXES

Section 7.01 Standard Invoice and Payment

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

- 1) Name and address of the Contractor
- 2) Name of Franklin County agency/department utilizing the service
- 3) Job Title, bid rate and pay rate
- 4) Items provided and Billing period
- 5) Unit cost (must match contract pricing) and calculated extended cost.
- 6) Remit to address
- 7) Customer service telephone number
- 8) Agency Account Code

Section 7.02 Payment Due Date

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

Section 7.03 Taxes

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

SECTION 8 CONTRACT ADMINISTRATION AND REPORTS

Section 8.01 Contract Administration

The Franklin County Sheriff’s Office 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) will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

Section 8.02 Out of Scope Work

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 the appropriate County Agency contact person 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 have 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 may 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 8.03 Usage Reports

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

Section 8.04 Quality Assurance

The Offeror is responsible for the quality of the goods sold to Franklin County. Any defective goods discovered during the delivery and/or installation will be replaced at no cost to the County. Any goods that do not meet or do not perform to the guarantee of the manufacturer's warranty will be replaced by the Offeror immediately at no cost to the County. It is the responsibility of the Offeror to return any defective goods to the Manufacturer. If authorized by the County, the Offeror is responsible for installation of all goods and for the removal of all packaging material. If during installation the Offeror or their subcontractor damages any goods then the Offeror will replace those damaged items at no cost to the County.

Section 8.05 Warranties

Unless otherwise stated, all supplies shall be new and unused and only when authorized, recycled or refurbished products. All products shall carry manufacturer warranties. The Contractor warrants all supplies to be free from defects in labor, material, and manufacturing and to be in compliance with the Contract specifications. The County reserves the right to request all warranty documentation. The Contractor shall provide warranty information requests within seven (7) calendar days. Failure to provide requested reports within seven (7) calendar days, after notification, may be deemed as default.

Section 8.06 Returned Goods Policy

The County will apply the following Return Goods Policy on all purchasing made under the Contract. The Contractor acknowledges to have read, understands and agrees to this Policy:

1) When due to Contractor error (i.e. over shipment, defective merchandise, unapproved substitutions, etc.) return goods shall be returned to the Contractor, at the Contractors expense. The Contractor shall make arrangements to remove the return goods from ordering agency premises within seven (7) calendar days after notification.

The Contractor shall not apply any restocking or other charges to the agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.

2) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior-to the Contractor continuing the production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of custom manufactured items. Acceptance of return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment, and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally

assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample(s) and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of goods.

3) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within two (2) calendar months of delivery and acceptance. All items to be returned must be unused and in their original

containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed two (2) months will be at the option of the Contractor.

4) Product Recall: In the event product delivered has been recalled, seized, or embargoed and / or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify the buying agency within two (2) business days. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and / or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, the Contractor may be required to reimburse storage and / or handling fees to be calculated from time of delivery and acceptance to actual removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product may deem the Contract in default.

SECTION 9 CONTRACT CANCELLATION; TERMINATION; REMEDIES

Section 9.01 Contract Cancellation

The County may cancel this Contract Upon any one of the following events. The cancellation will be effective on the date delineated by County.

1) 30-Day Notice Termination

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

2) Non-Appropriation of Funds

This Contract is contingent upon Franklin County budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County.

3) Cancellation for Failure to Retain Certification

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

4) Cancellation for Financial Instability

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

Section 9.02 Termination for Default

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

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

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

- 1) If Franklin County terminates this Contract in whole or in part, for default under this Section 9.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of Administrative Service fees that have been paid to the Contractor as of the termination date of the Contract. However, the Contractor shall continue the work not terminated.
- 2) 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.
- 3) 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.
- 4) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Franklin County.

Section 9.03 Remedies

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

Section 9.04 Actual Damages

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

SECTION 10 CERTIFICATIONS AND AFFIDAVITS

Section 10.01 Suspension and Debarments

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

Section 10.02 Legal Compliance

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

Section 10.03 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the bid specifications, the awarded Contractor will be required to provide said certificate within seven (7) calendar days after notification to award to: Franklin County, Purchasing Department, 25th Floor, and 373 S. High St., Columbus, OH 43215-6315. Failure to provide certificate within the stated time period may deem the Contractor as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 10.04 Non-Collusion Certification

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

Section 10.05 Non-Discrimination / Equal Opportunity Provisions

The Contractor 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 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 Appendix A Exhibit A-2 (*Non-Discrimination / Equal Opportunity Affidavit*), of the ITB, 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 10.06 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*) of the ITB, Offerors 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 bid review process and will not be given any consideration with regard to an award.

Section 10.07 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 ITB, RFP or RFQ which they are now submitting to the County for their consideration for an award. The information should be provided utilizing Appendix A Exhibit A-4 of the ITB. If more than one Lobbyist or Consultant provided assistance then the Offeror should provide one Exhibit A-4 for each one.

Section 10.08 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 11 SPECIAL CONSIDERATIONS

Section 11.01 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 11.02 Governing Law/Venue

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

Section 11.03 Entire Agreement/Amendment/Waiver

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

Section 11.04 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 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 of any kind.

Section 11.05 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 Fax or by e-mail. Notice shall be sent to the following addresses:

To the Contractor:

Printed Company Name (Legal and all DBA's)

Attention: _____
 Applicable Company Contact Person

Address: _____
 Street or PO Box

Address #2: _____

City, State and Zip

Telephone: (_____) _____ - _____

Facsimile: (_____) _____ - _____

If to the County:

Franklin County Sheriff's Office
Attention: Administrative Services Division
410 S. High Street
Columbus, OH 43215
Telephone: (614) 525-3397
Facsimile: (614) 525-3739

With a copy to:

Franklin County Purchasing Department
Attention: Purchasing Director
373 S. High Street, 25th Floor
Columbus, OH 43215
Telephone: 614-525-2402
Facsimile: 614-525-3144
Email: mabaloni@franklincountyohio.gov

Section 11.06**Public Record and Treatment of Confidential and Proprietary Information**

With limited exception, pursuant to Ohio Revised Code 149.43, all information submitted by the Contractor/ Bidder/ Proposer, shall be considered a public record. The Contractor may clearly mark certain information as a trade secret or proprietary if that information derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means, other persons who can obtain economic value by its disclosure or use and is subject to efforts reasonable under the circumstances to maintain its secrecy; however, the County may nonetheless be required to release the information under Ohio law. The marking of the information shall not in itself make the information a trade secret or proprietary but rather shall be determined under Ohio law. The determination of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the agreement by a party or (e) information that is considered an open public record pursuant to the Ohio Sunshine law.

Section 11.07**Time of the Essence**

The time limits and timelines set forth herein are of the essence of this Agreement. 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 11.08**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 11.09**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 Board of Commissioners travel policy.

Section 11.10**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 11.11**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.

Section 11.12**Offshore 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.

Section 11.13**Cooperative Contract Opportunity**

It is Franklin County's desire to make this a cooperative contract. Please indicate the agencies you could service under this contract using the same pricing, terms and conditions. To service these counties under the cooperative language, the contractor shall not be allowed to increase any fees and or impose any other charges that are not part of the original contract. It is not mandatory to service any area beyond the boundaries of Franklin County nor is it mandatory to agree to provide any services to any other political subdivision. Franklin

County, in accordance with ORC Section 9.48, will permit authorized counties or townships to participate in contracts that Franklin County has entered into for the purchase of certain supplies, services, materials, and equipment. It is the responsibility of participating political subdivisions to ensure that they meet the requirements of ORC Section 9.48 prior to ordering any supplies or services.

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

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

Below are the options available under this program. Please select the appropriate program you wish to have your contract considered regarding joint purchasing opportunities. **You must select one option below. However, failure to select an option will automatically be deemed selection of the Basic Bid option:**

- _____ Franklin County agencies, elected officials and boards only (Basic Bid).
- _____ Above with other State and/or political subdivisions in Franklin County
- _____ Above with all State and/or political subdivisions in the Columbus, Ohio MSA.
- _____ All State and/or political subdivisions in the State of Ohio.

The parties hereto have set their hands and seal this _____, 2021 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.

Franklin County Board of Commissioners:

By: _____
Kevin L. Boyce, President

By: _____
Marilyn Brown, Commissioner

By: _____
John O' Grady, Commissioner

APPROVED AS TO FORM:

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By: _____
Assistant Prosecuting Attorney

Date: _____

Contractor:

***Company Name (Printed)**

By: _____
Authorized Representative Signature

Printed Authorized Representative

APPROVED AS TO FORM:

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

By: _____

Date: _____

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; this form does not need notarized.

LOBBYIST/CONSULTANT DECLARATION FORM, Exhibit A-4

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

DELINQUENT PERSONAL PROPERTY TAXES FORM, Exhibit A-5

Must be completed and notarized.

EXHIBIT A-1
NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

_____being first duly
SWORN,

deposes and says that they are the _____or authorized representative

of _____

or is the party submitting this bids; that such bids is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person to submit a sham 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 insure 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 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 check 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 one, and provide all required information.

<u>CHECK ONE:</u> ☐ No ☐ Yes	<i>I certify that the information provided herein is correct:</i> _____ Proposer Name/Title (Printed) _____ Proposer Signature _____ Date
---	---

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*):

Lobbyist/Consultant Name	
Lobbyist Company Name	
Lobbyist Company Address	_____ Address: _____ City, State: _____ Zip:
Contact Name	
Phone Number	
Fax Number	

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: Canned, Dry, Frozen, and Dairy Food Products

Department: Sheriff

ITB No: 2021-52-11

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)

APPENDIX B REFERENCES

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

1) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

2) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

3) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

APPENDIX C
NOT USED

APPENDIX D
BIDDER'S DELIVERABLES – INSTRUCTIONS AND CHECKLIST

Bidder must submit two (2) original hard copies with original signatures where requested plus a copy of your complete bid scanned onto one (1) CD Rom or Thumb Drive of all requested documents of the ITB:

1. Download and print one copy of the ITB from the Purchasing Department website.
2. Take the ITB to your copier and make 1 copy - keep all copies separated by rubber-bands or binder clips in the order as they print. You now have two “sets.” These sets (aka originals) will become your bid.
3. Keeping each original 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 ITB for requested information where a form is not provided (such as items requested in Appendix F Specifications) and you must create and/or add other required documents as required. Notarize Exhibits A1, A2, & A5.
4. When finished, Bidder should have two (2) completed (in blue or black ink) Originals. Take one of these originals and make a copy to keep for your records.
5. Take one complete set of your entire bid and scan it onto a CD Rom or Thumb Drive.
6. Place all inside a clearly marked, *sealed* envelope, folder or box. Clearly print your company's name, the ITB# and ITB Name on the outside. Submit your bid by the bid opening date and time.

COVID-19 VIRUS:

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 bids and proposals.

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

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

Attn: Brad Kamlet, Senior Purchasing Coordinator

Sealed Bids are due to Franklin County Purchasing by 11:00 a.m. on March 24, 2021 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, by 11:00 a.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.

Below, please find the links and contact numbers for the Zoom meeting for this proposal opening:

Topic: 2021-52-11 Bid Opening

Time: Mar 24, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://franklincountyohio.zoom.us/j/98260877930?pwd=OU5LVVRQQnNvSHc0aWJLd3R5VFhNUT09>

Meeting ID: 982 6087 7930
Passcode: 765014
One tap mobile
+13126266799,,98260877930#,,, *765014# US (Chicago)
+19294362866,,98260877930#,,, *765014# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 929 436 2866 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 982 6087 7930
Passcode: 765014
Find your local number: <https://franklincountyohio.zoom.us/j/98260877930>

As a reminder:

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

Franklin County Purchasing Department
373 South High Street, 25th Floor
Columbus, Ohio 43215-6315
Attn: Brad Kamlet, Senior Purchasing Coordinator

Bids/Proposals delivered in-person:

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 25th Floor. However, bids & 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>

The Franklin County Purchasing Department Dropbox is now located along the west wall after you walk through the Security Check Point (next to/near the art exhibit titled “TRASHASAURUS REX”).

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.

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*.”

ALL SEALED BIDS/PROPOSALS MUST BE PROPERLY IDENTIFIED WITH THE SUBMITTERS NAME AND THE ITB/RFP/RFQ NUMBER AND TITLE ON EACH SEALED ENVELOPE.

Allow adequate time to navigate downtown traffic, parking, accessing security checkpoints and within the Franklin County Courthouse building. Any bid received after the bid opening date and time will be automatically rejected.

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

APPENDIX D

BIDDER'S DELIVERABLES - INSTRUCTIONS AND CHECKLIST

Bidder must submit two (2) original hard copies of all forms and documents requested in the Invitation to Bid (ITB), with original signatures where requested, plus a copy of its complete bid scanned onto one (1) CD Rom or Thumb Drive.

The checklist below is provided as a reference for Bidder during Bid preparation. The County does not certify that the checklist is all-inclusive. Bidder is solely responsible for reviewing and understanding the requirements of the ITB and for ensuring that Bidder has included all information and documentation as requested in the ITB in its Bid submittal.

FORM OR DOCUMENT	DESCRIPTION & NUMBER OF DOCUMENTS	✓
Title Page	Please complete and fill in all information. Include two original completed copies with your bid.	
Statement of Receipt Form & No Response Form	Please complete and fax to our office at (614) 525-3144 prior to the bid opening.	
Certificate of Good Standing	2 Copies	
Administrative Requirements & Contract Terms & Conditions (Contract)	2 Originals of <u>all pages, printed single sided</u> (Section 1 through Section 11.13). Please complete Sections 11.05 and 11.13 as well as the signature portion of this section. (Instructions are provided in the front part of the ITB Packet, on the page titled "General Instructions")	
Workmen's Compensation Liability Certificate (Section 10.03)	2 Copies, if required by Offeror's State law (Ohio law requires proof of Workers Compensation).	
Certificate of Insurance (Section 4.09)	2 Copies. The Franklin County Board of Commissioners must be identified as additional insured.	
Appendix A – 3 Affidavits, Small & Emerging Business Enterprise Information Form and Lobbyist/Consultant Declaration Statement (Exhibits A-1, A-2, A-3, A-4 & A-5)	2 Originals of each – Completed, signed and Notarized where indicated	
Appendix B – References	2 Originals	
Appendix C – Performance Bond	N/A – County does not require a Performance Bond.	
Appendix D – Offeror Deliverables Instructions & Checklist	N/A; checklist is for Offeror's reference only.	
Appendix E – Pricing Response Form	2 Originals, Completed.	
Appendix F – Specifications & Scope of Work	2 Copies submitted of this section as a means of acknowledging acceptance. <u>Printed single sided.</u>	
Listing of Sub-Contractors Form	2 Originals, Completed.	
W-9 Form	2 Copies; Completed.	
Amendments, Clarifications, Questions and Answers, etc. to the ITB, if applicable	2 Copies, please only submit the Signature Page with your bid to acknowledge receipt.	

APPENDIX E PRICING SHEET

While a hard copy of Appendix E Pricing is provided herein, Vendors are to download and use the Excel format version of Appendix E as found on the website to submit their bid pricing; please type your responses into the document and then complete a "Save as" onto either a CD Rom, Flash or Jump drive, to be included with your bid submission (please see Appendix D).

APPENDIX F SPECIFICATIONS

The Franklin County Purchasing Department is accepting bids for Countywide Canned, Dry, and Frozen Food items per the specifications for a six-month contract period pending approval and award by the Board of Franklin County Commissioners.

All bid prices shall be firm and fixed for the contract period. No price increases or surcharges are permitted. There shall be no minimum orders. Quantities presented on the pricing sheet are representative of the estimated quantities that may be purchased, but are not to be used as a guaranteed quantity to be purchased. Franklin County may elect to award this contract to multiple vendors on a line item basis.

Major delivery locations:

Sheriff FCCC I, Jail
370 South Front Street
Columbus, Ohio 43215

**Receiving Hours: Daily 5:00 a.m. – 7:00 a.m.
and 11:00 a.m. to 7:00 p.m.**
No Deliveries on Sat. or Sun.

Sheriff FCCC II, Workhouse
2460 Jackson Pike
Columbus, Ohio 43223

Receiving Hours: Daily 7:00 a.m. – 12:00 Noon
No Deliveries on Thurs, Fri., Sat., or Sun.

FOR MILK ONLY: Delivery Table and Approximate Daily Delivery Amount of Each Item

Note: Bidder to supply two (2) coolers (with key lock for each) to FCCC1 Jail with the capacity to hold eight (8) crates that contain fifty (50) 8 oz. cartons. Total capacity per cooler = 400 cartons (8 oz.). There shall be no additional cost to the County for delivery, and maintenance of these coolers.

Sheriff FCCC I, Jail
370 South Front Street
Columbus, Ohio 43215

**Receiving Hours: Mon., Wed., Fri. 5:00 a.m. – 7:00 a.m.
and 11:00 a.m. to 7:00 p.m.**
No Deliveries on Sat. or Sun.

Sheriff FCCC II, Workhouse
2460 Jackson Pike
Columbus, Ohio 43223

Receiving Hours: Mon., Wed., Fri. 7:00 a.m. – 12:00 Noon
No Deliveries on Thurs, Sat., or Sun.

Delivery Day ↓	FCCC1 – White Milk ↓ 8 oz.	FCCC2 – White Milk ↓ 8 oz.	FCCC1 – Choc Milk ↓ 8 oz.	FCCC2 Choc Milk ↓ 8 oz.
Mon.	1200	3200		150
Wed.	1200	3200	50	150
Fri.	1200	4950		150

The following must be understood and accepted by Bidders in order to receive a contract:

- 1.1 **Clarity of Description:** It is the responsibility of the bidder to ensure that each entry on the pricing response form is stated in exact clear terms that will require no clarifications. Franklin County will not award to a bidder whose items are not clearly defined. Examples are given in Appendix E.
- 1.2 **County Purchase Option:** Failure of the vendor to meet or perform within the terms and conditions set forth in these specifications shall be considered breach of contract and will permit Franklin County to choose to invoke its rights to terminate a company's contract for default if any of the above conditions are not met and removal from the Franklin County bidders list. Should Franklin County choose to invoke its right to terminate a company's contract for default, Franklin County reserves the right to purchase items of comparable quality in the open market.
- 1.3 **Award Option:** Franklin County reserves the sole right to award a line item that most closely matches the specification description even though an alternate package size or brand may yield a lower cost. In addition, Franklin County reserves the right to make awards on proposed line item products that do not meet- the specifications if 1) There are no bids received that are in compliance with the stated line item specifications or 2) It is - in the best interest of Franklin County.
- 1.4 **Product substitution:** A bidder guarantees that each awarded line item will be honored and complied with throughout the contract term. If a contractor desires to provide an item other than indicated, approval of the Franklin County Food Administrator is required.
- 1.5 **Product Standard:** If a brand name is stated for a line item, then that brand name shall be recognized and held to be the standard specification for equivalence for said line item.
- 1.6 **Pack size:** The awarded pack size stated in the contract shall be delivered to the ordering agency throughout the contract. Any change in pack size or configuration during the term of the contract must be approved by the Franklin County Food Administrator prior to shipment.
- 1.7 **Estimated Requirements:** The bid line item estimated usage quantities shown are representatively accurate and are based on actual projected menu's, which will be used during the contract period. However, Franklin County's actual total usage may exceed or be less than the estimated line item quantities shown during the contract period. The Board of Franklin County Commissioners does not obligate itself to purchase the full estimated quantities indicated, but the unit price must remain in effect should the total actual purchases be less than projected. Conversely, should the actual purchases be more than the projected quantities listed, the successful vendor(s) shall still be required to furnish all excess requirements at the unit price bid for the period of the contract.
- 1.8 **Delivery:** Franklin County is not obligated to take the entire quantities listed in one shipment. The number of shipments and quantity per shipment shall be per Franklin County's release.
- 1.9 **Late Delivery:** Deliveries to the jail (FCCC1) must be made between 5:00 a.m. and 7:00 a.m. and 11:00 a.m. and 7:00 p.m. Shipments arriving outside the delivery hours indicated may be rejected. Deliveries to the workhouse (FCCCII) must be made before 12:00 Noon. Shipments arriving at, or after 12:00 Noon may be rejected.
- 1.10 **Sample Submission:** Manufacturers names, product numbers, and case packs listed in these specifications are to establish a base minimum quality level. Any product(s) a vendor wishes to present as equivalents to specific brand names shown in the specifications, must be presented to and approved by Hal Rhoades of the Franklin County Sheriff's Office 2 weeks prior to the date and time of the bid opening. Franklin county agencies shall reject any item bid that does not meet the brand, quality level, net weight described or listed in these specifications.
- 1.11 **Bid Response:** A bidder's response for each item must show as much detail as possible about the proposed product. Each bid response must show the manufacturer's or packer's name, the bidding company's identification name, stock number, quality level, the exact case pack, and all requested information in the specification to assure that Franklin County knows specifically what the bidder is offering for the bid price. All pertinent information must be shown in the space provided on the pricing response form. Any deviation from Franklin County's specifications must be shown in detail.

1.12 **Substitution by the Contractor:** If a supplier changes sources or manufacturers during the contract period, the supplier must offer Franklin County an equivalent or better brand **at the same bid price**. The proposed equivalent must be approved as an acceptable equivalent by the County Food Service Manager of the facility placing the order, prior to any shipment. If it is determined that the product is not acceptable, the County reserves the right to purchase this item from another source per section 9.03 of the contract.

1.13 **Additions to the List during the Contract:** Items that may need added to contract during the term of the contract will be bid among the awarded contractors awarded during the contract period.

This is a firm and fixed price bid for the contract period. There shall be no additional costs, surcharges or other up charges. All pricing offered is to be firm and fixed. Do not offer variable pricing for any line item. Please note that the County may extend this contract for up to 90 days during the process of bidding and awarding the next contract. Pricing during the 90 day extension will remain the same as the bid prices and will be in effect until the next bid is awarded.

Please note: Franklin County orders items on a week to week basis. Contracts will not be awarded to bidders who require minimum orders or cannot provide weekly orders to our facilities. Most deliveries will be for less than a truckload or less than a pallet delivery. **There shall be no minimum or maximum quantities ordered and delivered**

Product Quality

1. Products provided shall meet or exceed United States Department of Agriculture (USDA), state, and industry standards and requirements with respect to conformance to standards in respect to, but not limited to, weights, measures, fill of container, drained weights, contamination, and condition upon delivery.

2. Products provided shall meet commercial standards when there is no grade or standard.

3. All frozen processed food products which contain meat, poultry or significant proportion of eggs, shall be processed or prepared in plants operated under the supervision of the USDA. The product will be inspected and approved in accordance with the regulations of the USDA governing meat, poultry or egg inspection. A label or seal, affixed to the container, indicating compliance with these regulations will be accepted as evidence of compliance. The product must bear a label complying with the Federal Food, Drug and Cosmetic Act which requires that all ingredients be listed according to the order of their predominance.

4. All frozen products which contain fish or fish products shall be processed or prepared in plants under the supervision of the United States Department of Commerce (USDC). The products listed in the USDC, National Oceanic and Atmospheric Administration (NOAA) Seafood Inspection Program– publication titled “Approved Establishments” are processed in plants under federal inspection of the National Marine Fisheries Service. National Oceanic and Atmospheric Administration, USDC. The inspected products packed under various labels bearing the brand names are produced in accordance with current U.S. Grade standards or official product specifications, packed under optimum hygienic conditions, and must meet federal, state, and city sanitation and health requirements. Such brand label or USDC seal, affixed to a container, indicating compliance with USDC regulations will be accepted as evidence of compliance. In lieu thereof, the shipment may be lot inspected by the USDC and containers stamped to indicate acceptance, or a Certification of Inspection issued to accompany the shipment. The product must bear a label complying with the Federal Food, Drug and Cosmetic Act, which requires that all ingredients be listed according to the order of their predominance.

5. Producers of frozen bakery product, which are shipped in interstate commerce, are required to comply with the Federal Food, Drug and Cosmetic Act. Therefore, it must be verified that the product, in fact was shipped interstate or that the producer ships products to other purchasers interstate. In addition, the product must bear a label complying with the Act, which requires that all ingredients be listed according to the order of the predominance.

6. Canned Goods: All cases and cans must be in good condition at time of delivery and shall, under proper storage conditions, have a shelf life of at least six (6) months. Rusted and dented cans will not be accepted. Cans must bear an approved label on the side display panel as approved by the federal Food and Drug Administration, rules and regulations under the federal Food, Drug and Cosmetic Act, and the Fair Packaging and Labeling Act. Cans labeled on the ends only are not acceptable. All items delivered must be of the latest season's pack.

7. Preservation, Packaging, and Packing: Unless otherwise specified, preservation, packaging, and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions, handling, etc., and shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the Contractor to the institution for storage. Shipping containers shall be in compliance with National Motor Freight Classification and Uniform Freight Classification (issue in effect at time of shipment).

8. Products provided shall have a freshness parameter that allows facilities sufficient time for consumption prior to deterioration.

Deliveries must be made within 5 working days after receipt of order. Delivery dates and times will be coordinated with the ordering entity and at the discretion of the ordering entity. Weather conditions shall be taken into consideration to assure prompt delivery to Franklin County.

All products must be moved to the tail gate of the truck or trailer by the driver for unloading purposes. Be sure any contract or common carriers understand this provision.

There are no minimum order limits authorized under this contract
Any returns must be picked up within 5 business days.

*The Contract shall be automatically extended for up to 90 days, at the option of the County, to allow for the award of a new bid or completion of the contract extension. If you have special pricing arrangements with your suppliers, **advise them that the contract may extend beyond the agreed to six month period and your protection needs assured for up to that period. No price increases are allowed during the extension at the end of the original contract period.***

This contract may be awarded with short notice. Bidders must be able to supply the items awarded to them at the time of the contract award.

Questions should be submitted in writing only to:

Brad Kamlet at bskamlet@franklincountyohio.gov

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

8 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 line 1 to avoid backup withholding. For individuals, this is generally 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.

Notes. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 he or she stays 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$800 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ²
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 ⁴
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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "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.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*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, 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 1-800-828-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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. commonwealths and 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.