



Commissioner John O’Grady
President

Commissioner Paula Brooks

Commissioner Marilyn Brown

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

REQUEST FOR QUALIFICATIONS AND CONTRACT DOCUMENTS

FOR

REQUEST FOR QUALIFICATIONS NUMBER: 2016-09-17

DATE AND TIME OF RFQ OPENING: June 10, 2016 at 2:00 pm

PROJECT NAME: Construction Inspection, Construction Administration and Materials Testing Services

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

SUMMARY OF PROJECT

The Franklin County Board of Commissioners, on behalf of the Franklin County Sanitary Engineer, is seeking submission of qualifications to provide Construction Inspection and Construction Administration Services for work expected to be in substantial completion by the end of 2016.

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 submission.

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

STATEMENT OF RECEIPT FORM & "NO RESPONSE" FORM

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

RE: RFQ# 2016-09-17 Construction Inspection and Construction Administration Services

Email: sktubbs@franklincountyohio.gov

Fax: 614-525-3144

Mail: Franklin County Purchasing
Attn: Sharon Tubbs
373 South High Street-25th Floor
Columbus, OH 43215-6315

_____ We have received the notification of the RFQ and it is our intent to offer a submission.

_____ We have received the notification of the RFQ and we decline to submit a submission for the following reason(s):

Please check all that apply if declining to submit:

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

_____ Insufficient time to respond.

_____ We do not offer this product or service.

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

_____ We are unable to meet the bond requirements.

_____ Specifications are unclear.

_____ We are unable to meet insurance requirements.

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

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

_____ We are unable to obtain the documents.

_____ Other (specify below).

Remarks: _____

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

COMPANY NAME: _____

AGENT: _____

DATE: _____ **TEL #:** _____

ADDRESS: _____

ADDRESS: _____

EMAIL: _____

FAX#: _____

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

Certificate of Good Standing:

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

To obtain a State of Ohio Certificate of Good Standing, please visit:

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

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

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

General Information

Any questions that arise during the preparation the content of the RFQ shall be submitted, *in writing*, to K. Marie Doklovic, PE via email to kmdoklov@franklincountyohio.gov.

- The deadline for submitting questions is 5:00 p.m. on May 31, 2016.
- Sealed submissions are due by 2:00 p.m. June 10, 2016. Submissions received after this date and time will be automatically rejected.

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

RFQ Instructions

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

Format

Each submission must include sufficient data to allow for the verification of the of the Offeror's ability and cost to meet the RFQ's requirements. Each submission 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.

Submission Contents

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

Submittal of RFQ

RFQ submissions should respond concisely and clearly to all of the inquiries contained in the RFQ. All rates/fees/costs should be provided as requested in the RFQ and any additional costs should be clearly explained. Using the form provided, an Offeror who receives a copy of this RFQ, but declines to make an offer, is requested to submit a "Statement of Receipt/No Response Form."

Franklin County will not enter into a Contract with an agent or broker on behalf of the Offeror. All submissions must be signed and submitted by the Offeror. Expectations and related performance requirements addressed in the RFQ Specifications should be specific to your business model proposed for Franklin County. The Offeror will be evaluated only on the product/services it provides, or it provides in collaboration with subcontractors.

Contract

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

BACKGROUND INFORMATION

The Franklin County Sanitary Engineer is seeking submissions for Construction Administration and Construction Inspection Services for an upcoming sewer rectification and completion project. Appendix F details the needs and qualifications expected for this work.

CALENDAR OF EVENTS

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

Key Dates	Event
May 12, 2016	Request for Qualifications (RFQ) Advertising period. Inquiry process begins. RFQ instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
May 31, 2016 by 5:00 p.m.	Offeror Question Submission Deadline. (Q&A) : All questions pertaining to this RFQ must be submitted, in writing, to K. Marie Doklovic, PE, by the date and time listed, via email to: kmdoklov@franklincountyohio.gov to be considered for a response.
June 6, 2016 by the close of business	Answers provided to Offeror's questions are posted to Franklin County's website in the form of a Clarification and/or Amendment.
May 12, 2016 – June 6, 2016	The Offeror should submit their intention to propose or decline to propose via <i>Statement of Receipt Form and "No Response" Form</i> .
June 10, 2016 by 2:00 p.m.	Sealed submissions are due to Franklin County Purchasing by 2:00 p.m. on June 10, 2016. Vendors must submit three original hard copy originals and one CD Rom of all requested documentation, including binding signatures by <u>2:00 p.m.</u> on the due date or the submission will be rejected. RFQ submissions will be opened at 2:00 p.m. and the names of vendors read aloud. All interested parties may attend the RFQ opening but are not required to do so.
June 20, 2016*	Evaluation of RFQ submissions are complete, finalist selected.
June 27- June 30, 2016*	Contract Negotiations

Key Dates	Event
July 1, 2016*	Contract paperwork submitted to Clerks Office
July 7, 2016*	Board Of Commissioners Briefing
July 12, 2016*	Board of Commissioner Approval/Contract Award
July 18, 2016*	Anticipated Contract Start Date

*Estimated Dates subject to change

ADMINISTRATIVE REQUIREMENTS

SECTION 1 GENERAL INSTRUCTIONS

Section 1.01 Entire Agreement; Parties to the Contract

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

Section 1.02 Exclusions from Making a Submission

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

Section 1.03 Negotiated Contract Agreement

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

Section 1.04 Contract Components

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

Section 1.05 Registration with Franklin County

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

Section 1.06 Specifications

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

Section 1.07 Inquiry Process/Additional Information

Any questions that arise during the preparation concerning the content of the RFQ shall be submitted in writing to K. Marie Doklovic, PE of the Franklin County Sanitary Engineer’s office. Unauthorized contact with any Franklin County employee including members of the Franklin County Sanitary Engineer’s office concerning this RFQ, except through the inquiry method with questions specific to the contents of this RFQ, is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication. Questions must be submitted, in writing, to the attention of K. Marie Doklovic, PE, via email: kmdoklov@franlincountyohio.gov.

Questions must be submitted no later than the deadline of 5:00 p.m. on date shown in the Calendar of Events to be considered for a response.

Section 1.08 Oral Explanations

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

Section 1.09 Decline to Offer

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

Section 1.10 Compliance with Specifications and Terms and Conditions

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

Section 1.11 Conflict of Interest

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

Section 1.12 Representations and Warranties

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

SECTION 2 SUBMITTAL REQUIREMENTS

Section 2.01 RFQ Submission Opening

RFQ submissions are due on June 10, 2016 at 2:00 pm. All sealed submissions 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 submittals are received and will be the sole factor in determining if submittals are received in time to be considered. The opening of the sealed submittals will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor, Columbus, Ohio 43215-6315. The RFQ opening will be public; however submission contents will not be read or made public. Offerors are advised to allow adequate time to locate appropriate parking in the downtown Columbus Ohio area, access required security checkpoints within the Franklin County Courthouse Building and access elevators in order to submit RFQ submissions by the required date and time.

Section 2.02 Bid Bond Requirement

Not applicable to this RFQ.

Section 2.03 Pre-Submittal Conference

Not applicable to this RFQ.

Section 2.04 RFQ 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 RFQ. Total liability of the County is limited to terms and conditions of a resulting Contract between the County and the successful Offeror.

Section 2.05

RFQ Instructions

- 1) Franklin County requires clear and concise submittals. Offerors should take care to completely answer questions and meet the RFQ's requirements.
- 2) Each contractor must submit four (4) original signed hard copies of the original completed and bound RFQ plus a complete copy of their completed RFQ submittal onto two (2) CD Roms or Thumb Drives in a sealed envelope or similar containers with the RFQ number clearly marked on the exterior by no-later-than 2:00 p.m. the day the submittals are scheduled for opening. Offerors are to provide their RFQ submissions bound with tabs that clearly identify the contents of the the individual sections. All hardcopy documents will be on 8.5-inch x 11-inch paper, brochures should be copied to the same format. Appendix D, Offeror Deliverables List is provided within this RFQ for your convenience as a "check off list" when preparing your submission.
- 3) Each submittal must be submitted in a sealed envelope or similar containers with the RFQ number clearly marked on the exterior. If an Offeror uses an express mail or courier service, the RFQ 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. An RFQ submission that is not properly and clearly marked and is inadvertently opened before the scheduled RFQ opening time may be disqualified without additional consideration. **Faxed submissions are not acceptable.**
- 4) Submittals shall be opened so as to avoid disclosure of contents to competing Offerors. In order to ensure fair and impartial evaluation, submittals and related documents submitted in response to an RFQ are not available for public inspection and copying under section 149.43 of the Ohio Revised Code until after the award of the contract. Any information deemed confidential or proprietary under section 149.43 will be included by reference in the final Contract but will not be subject to public release.

Section 2.06

When RFQ Submissions May Be Delivered

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

Purchasing receives RFQ submittals 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 RFQ submissions are received and will be the sole factor in determining if the submission is received in time to be considered.

Section 2.07

Where RFQ Submittals Must Be Delivered

Submittals must be delivered to the following address:

Franklin County Purchasing Department
Attn: RFQ# 2016-09-17 ~ Construction Inspection and Construction Administration Services
373 South High Street – 25th Floor
Columbus, Ohio 43215-6315

Section 2.08

Clarifications, Amendments, and Addendums

A. If an Offeror discovers any inconsistencies, errors, or omissions in the Request for Qualifications, the Offeror should request clarification from the Franklin County Purchasing Department. Such requests will be made only in writing. No other form for submitting clarifications is acceptable. Questions must be submitted, in writing, to the attention of K. Marie Doklovic, PE via email: kmdoklov@franklincountyohio.gov by the deadline in the Calendar of Events.

B. Requests for clarifications received after the deadline will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specifications which could affect all submissions.

C. During the RFQ process, Offerors may be furnished certain amendments / addendums covering additions and / or deletions to the RFQ documents. Amendments / addendums will be included in the RFQ documents and will become a part of Contract. Amendments / addendums may be issued at any time preceding the RFQ opening date.

Franklin County reserves the right to postpone the RFQ opening for its convenience. Any information given a prospective Offeror concerning the RFQ 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 RFQ. Those interested in submitting a response to this RFQ shall monitor that web site for any amendments and addendums to assure complete compliance with specifications, terms and conditions.

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

Section 2.09 Corrections before RFQ Opening

Prior-to the RFQ opening, if an Offeror withdraws its submission 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 submission being determined to be not responsive. Any corrections made must be completed outside of all County offices. It is preferable that all corrections are made off of the County premises.

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

Section 2.10 Corrections after RFQ Opening

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

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

Section 2.11 RFQ Submissions are Firm for 120-Days

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

Section 2.12 RFQ Submission Rejections

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

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

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

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

Section 2.13 Lowest and Best Offeror

An Offeror is lowest and best if their submission offers the best cost and supply/service in comparison to all other Offerors as set forth in the evaluation paragraph in the submission. Franklin County reserves the right to award the contract to the Offeror that may have a higher price and by evaluation best meets the county's requirements. This is intended to be an all or none award. The County reserves the right to reject all submissions and re-bid, or not to make any award on an "ALL or NONE" basis. Submissions are typically evaluated within 60-days.

Section 2.14 Evaluation Process

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

The evaluation process will consist of the following phases:

Phase 1 - Initial Review of Submission

Franklin County will review all submissions for their format and completeness.

Phase 2 - Evaluation of Submission Documents

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

Submission Evaluation Criteria

Franklin County's determination of "lowest and best" submission is presented in Appendix F Section 6.0.

Phase 3 - Contract Negotiations

Negotiations, if required, may be conducted with the Offeror who submits the lowest and best competitive submission. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the final contract document.

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

Franklin County will utilize its own Contract and its own License, Maintenance, and Implementation Agreement, as applicable, for negotiation purposes. The County will not consider an Offeror's standard Administrative contract during negotiations but may choose to allow certain or specific clauses from the Offerors standard contract to be considered. Please refer to Section 1.10 Compliance with Specifications and Terms and Conditions.

Section 2.15 Communication during Evaluation

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

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

Section 2.16 References

On Appendix B, please provide five (5) municipal/government sewer project professional references with full contact information that were completed in the past five (5) years that utilized the various proposed team members, including company names, addresses, telephone numbers, and persons to contact that can provide a reference for your company. Failure to provide the requested references or references that do not respond to Franklin County's reference inquire may be annotated as a discrepancy during evaluation.

Section 2.17 Affidavits and Declarations

A. Non-Collusion Certification

Offerors must sign and notarize Exhibit A-1 (*Non-Collusion Affidavit*) of Appendix A of the RFQ, and by doing so the Offeror certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing submission; that such submission is genuine and not collusive or sham; that Offeror has not colluded, conspired or agreed, directly or indirectly, with any Contractor or person, to put in a sham submission; or colluded or conspired to have another not submit a response to this RFQ and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the price of its submission or any other Offeror, or

that of any other Offeror, or to secure any advantage against any Offeror or any person or persons interested in the proposed contract and that all statements contained in the submission are true; and further, that the Offeror has not, directly or indirectly, submitted this RFQ submission, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

B. Non-Discrimination / Equal Opportunity

The Offeror agrees that in the hiring of employees for the performance of work under the contract Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. That the Offeror or any person acting on behalf of Offeror, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

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

All Offerors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Offeror shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

C. Small and Emerging Business Information

For statistical purposes, Franklin County is seeking information on the size and demographic type of vendors replying to our RFQ. Utilizing Appendix A Exhibit A-3 (*Small and Emerging Business Information*), 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 (SEB), or a Woman Business Enterprise (WBE). This is only for informational purposes and is not part of the evaluation process and will not be given any consideration with regard to an award.

D. Lobbyist/Consultant Declaration Form

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

SECTION 3 PRICING AND ESTIMATES

Section 3.01 Pricing

Follow guidance in Appendix E.

APPENDIX A

AFFIDAVITS AND DECLARATIONS

The following pages contain the Affidavits required for this RFQ:

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 INFORMATION, Exhibit A-3

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

LOBBYIST/CONSULTANT DECLARATION FORM, Exhibit A-4

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

EXHIBIT A-1

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

_____ being first duly
SWORN,

deposes and says that they are the _____ or authorized representative

of _____

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

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____ (Seal)

EXHIBIT A-2

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY/PARISH OF _____

_____ being first
Printed Name

duly sworn, deposes and says that they are

(President, Secretary, etc.)

of _____, the party who made the foregoing bids; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status. 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 INFORMATION

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

Please check all that apply:

Disadvantaged Business Enterprise (DBE) Definition

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

Minority Business Enterprise (MBE) Definition

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

Small and Emerging Business (SEB) Definition

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

Women Business Enterprise (WBE) Definition

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

None of the Above

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

EXHIBIT A-4

LOBBYIST/CONSULTANT DECLARATION STATEMENT

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

APPENDIX B REFERENCES

Please provide five municipal/government sewer project references, completed in the last five years that used the team members being recommend for the Franklin County Project, 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 the requirements of this RFQ. Failure to provide three references may be annotated as a discrepancy during evaluation.

1) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

2) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

3) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

4) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

5) Name: _____

Address: _____

Phone: (_____) _____

Contact person: _____

Comments:

**APPENDIX C
PERFORMANCE BOND DATA SHEET**

Not applicable to this RFQ

APPENDIX D

OFFERORS DELIVERABLES CHECKLIST

Four (4) Original hard copy originals of all forms/documents listed below plus a copy of your complete RFQ submission scanned onto two (2) CD ROMs or Thumb Drives		
FORM OR DOCUMENT	DESCRIPTION & NUMBER OF DOCUMENTS	✓
One complete pack of all completed Documents saved to 2 CD Roms or Thumb Drives	Submit with your RFQ response one complete packet of all documents of the RFQ including those that must be completed.	
Cover Page	4 Originals – Completed	
Statement of Receipt Form & “No Response” Form	Please complete and fax to our office at (614) 525-3144 prior to the RFQ opening if there will be no quote.	
Certificate of Good Standing	4 Copies	
RFQ Data Sheet	4 Originals – please only complete the section titled “Offeror Information.”	
Workmen’s Compensation Liability Certificate	4 Copies, if required by Offeror’s State law (Ohio law requires proof of Workers Compensation).	
Certificate of Insurance (See Section 4.09, Appendix G Draft Contract)	1 Original and 3 Copies. The Franklin County Board of Commissioners and RFQ Title and RFQ Number must be identified as additional insured.	
Appendix A – Affidavits and Small & Emerging Business Information (Exhibits A-1, A-2, & A-3)	4 Originals of each – Completed, signed and Notarized where indicated.	
Appendix B – References	4 Originals – Completed	
Appendix C – Performance Bond	Not Applicable	
Appendix D - Checklist	4 Copies	
Appendix E – Pricing	4 Originals	
Appendix F – Qualifications	4 Copies of any/all requested materials in Section 4 of Appendix F.	
Appendix G – Draft Contract	Submittal not required, however awarded Contractor will enter into contract with Franklin County under Appendix G or as agreed upon by Franklin County and Firm	
W-9 Form	4 Copies, Completed and Signed.	
Amendments / Clarifications, if applicable	4 Copies, Signed - Signature Page Only	

APPENDIX E

PRICING

Enclosed with your submission, provide the hourly rates for each proposed administrator, drafter, inspector and lab technician (if in-house). Provide testing equipment and material costs whether in-house or via subcontract. Include travel and overtime rates and any other charges the County could expect on the project. Essentially, the cost for services provided should be expressed in a “not to exceed” hourly fee basis. The quote shall itemize for each task and team member: labor rates, number of hours to complete each task, expenses, total cost for each task, and total cost. Mark the pricing document as Appendix E.

APPENDIX F

PROJECT INFORMATION AND REQUIREMENTS

1.0 Project Background and Scope

The Mon E Bak and Brown Road East sewer projects were both designed by ms consultants, inc. and bid for construction in 2010 as separate contracts. The same construction company was selected to perform both projects and after many construction issues, the County was left with incomplete and defective work that was never remedied.

The Mon E Bak and Brown Road East sites are six miles apart from one another inside the I-270 loop to the west and southwest of the county (Figure 1). The Mon E Back project area is four distinct gravity sewer areas with various connections to the City of Columbus sewers. Brown Road East is a contiguous sewer area with all flows entering the Brown Road East pump station on Hart Road. Portions of the Brown Road East system are within a floodplain.

The County now desires to expediently proceed with the sewer rectification and completion work, final restoration, paving and miscellaneous items under a new combined contract with a new construction company. The work items specifically include sewer and manhole excavation and replacement for deficient slopes, sag point repairs, installation or reinstallation of sewer laterals and trench dams, sewer cleaning and testing for areas known to have heavy debris or that could not be televised due to high water, completion of the valve vault piping at the pump station, correction of the wet well coating, final hook-up of pump station electrical feed, installation and start-up of pumps, correction of drainage from the flow meter manhole to the valve vault, site grading, landscape and restoration, final road paving and clean up.

This quote request is for Construction Administration and Construction Inspection services, including materials testing, to manage and oversee the final completion of these two projects by the selected contractor. It is expected that the selected company or person(s) will provide multiple inspectors so that simultaneous construction by the selected contractor can occur. The Sanitary Engineer intends to issue only one contract for CA/CI services and materials testing on the two projects. *The work is expected to be to substantial completion by the end of 2016.*

2.0 Services Sought

Two distinct, but interrelated, types of services are herein sought for this project in addition to materials testing: Contract Administration and Construction Inspection. The anticipated scope of service for each of these services is briefly identified below and then in more detail.

- *Contract Administration (CA)* – chair and minute preconstruction conference, chair and minute construction progress meetings, certify and process contractor pay applications, review and respond to contractor requests for information (RFI), review and evaluate contractor claims, assist with contract enforcement and coordination, prepare and issue field work orders (FWO) or Change Orders (CO), prepare and issue contract modifications, prepare punch lists and contract closeout paperwork, review and process contractor submittals, track the construction progress and contractor schedules, liaise with the inspectors, approve inspector



Figure 1 Project Locations

time and travel, alert Franklin County of issues and progress, attend other project related meetings, ensure record drawing information is being tracked and all final record information is properly documented and received from the contractor.

- *Construction Inspection (CI)* – observe and record the work performed by the Contractor to ensure compliance with issued for construction plans and specifications, validate installed quantities, assist CA with pay application review and certify contractor pay applications, alert CA and Franklin County to any issues that cannot be resolved on site such as construction, safety or resident concerns, be the resident contact for questions and concerns, document all work with photos and field reports, alert CA to potential claims, participate in progress meetings and walkthroughs, assist with punch list preparation, and other typical inspection services. Full time inspection is required meeting the agreed upon schedule of the contractor which may include days over 8-hours, nights or weekend work. No observed holidays are expected to be work days. Inspection services should include ample coverage of multiple contractor crews to provide detailed documentation (written and photographic) of the contractor’s work to ensure proper rectification and completion.
- *Materials Testing* – materials testing will include qualified personnel to administer and perform the required tests including the supply of equipment or instruments, collection of samples, laboratory analysis, and final reports. The vendor providing the testing services shall provide testing services within 24-hours of a request from the CA, CI, or Franklin County. The County will require only compaction testing at various points along the alignment of the sewer installation to verify that the materials have been installed per design. The Contractor will be required to submit certification that materials supplied on the project meet or exceed the requirements of the specifications, thus testing of various materials prior to procurement will not be required. The CI may be required to make a site visit to the source of the materials to verify the Contractor’s certification. Compaction shall be performed by the Contractor in accordance with Item 911, 912 and 636 of the City of Columbus Construction and Material Specifications and any particular excavating/backfilling specifications in the design documents. If the test does not pass, the CI shall ensure that the Contractor remove the defective backfill, redo the work and retest.
- *Drafting* – it is expected that the selected company will obtain the record drawing information from the contractor and create a set of final as-built drawings for each project for Franklin County.

3.0 Qualifications

FCSE is anticipating that only vendors with a track record of successful execution of similar projects and meeting the qualifications set forth below will provide submissions for this project.

3.1 Personnel Qualifications

Individuals proposed for the team shall possess the following qualifications:

- *CA and CI Staff*: Baccalaureate degree from an accredited university and three years of experience in construction inspection or management on infrastructure construction projects (highway / sewer / water) OR four years high school diploma or its educational equivalent and twenty years of experience in construction inspection or management on infrastructure construction projects (highway / sewer / water).
- *Testing Technician*: knowledge of technical methods and procedures used to collect and test a variety of construction materials in the field or laboratory; mathematical procedures related to the accurate performance and interpretation of a variety of calculations in the field or laboratory; and safety procedures and occupational hazards as they relate to injury prevention and safety with two years’ experience in sampling and testing of soils and construction materials.
- *Drafter*: Experience with AutoCAD 13 and Civil 3D 2013 or later version and the production of as-built drawings from contractor markups and as-built northing and easting points.

- Demonstrated working knowledge of municipal sewer design standards and governmental construction and material specifications. In addition, the CI shall have a working knowledge of pump station operation and construction, electrical supply to pump stations, roadway restoration, survey equipment, stormwater pollution prevention BMP's, and safety protocols.
- Effective oral, written, organizational, and time management skills.
- Patience and tact with the public.
- Valid driver's license.
- Certified for OSHA 10-hour safety and confined space training.
- Proficient at the use of a PC and its applications including MS Word and Excel.

3.2 Firm, Team, or Joint Venture Qualifications

Firms, teams, or joint ventures shall meet the following minimum requirements:

- Construction administration and inspection service experience.
- Ample resources to provide full time attention to both project locations simultaneously.
- Demonstrated ability to conduct materials testing according to applicable standards
- Demonstrated technical expertise in the following disciplines: process, site / civil, hydraulics, electrical, instrumentation and control, construction safety.
- Ability to produce as-built drawings based upon contractor's submittal of record drawing information and as-built points.

4.0 Submission Guidelines

Include the following information outlined below. There may be further breakdowns of this format for each item, if the vendor so requires to clarify its statement.

1. **Cover Letter:** Submit up to a one page cover letter, indicating the vendor's name and address, and the name, address and telephone number of the person authorized to represent the firm.
2. **Experience:** Provide a list of at least five municipal/government sewer project professional references with full contact information that were completed in the past five years that utilized the various proposed team members. **Utilize Appendix B.**
3. **Materials Testing Experience or Proposed Lab:** Identify the materials testing capabilities of the company and if the testing lab is in-house. If the lab is not in-house or the testing will be subcontracted, provide detailed information on the lab and the subcontractor.
4. **Proposed Project Team:** Provide resumes for all team members. This includes the CA and CI team, testing technicians, and drafter. Resumes for CA and CI members should include a list of sewer projects administered or inspected, the project description, educational credentials and years of experience.
5. **Resource Commitment:** Include language as to how many people from the company will be committed to the project and a certification that the administrator and inspectors will be dedicated full time through project completion or as deemed necessary by Franklin County. The CA and CI team presented will be the expected team for the **entire** project. This will be a contractual condition. Changes to the team must be explained to Franklin County and another substitute approved prior to involvement with the project. The construction timeline is expected to be late May through December 2016 with any remaining restoration effort the following spring of 2017.
6. **Fees and Schedule:** Provide the hourly rates for each proposed administrator, drafter, inspector and lab technician (if in-house). Provide testing equipment and material costs whether in-house or via

subcontract. Include travel and overtime rates and any other charges the County could expect on the project. Essentially, the cost for services provided should be expressed in a “not to exceed” hourly fee basis. The quote shall itemize for each task and team member: labor rates, number of hours to complete each task, expenses, total cost for each task, and total cost.

7. **Value-added or unique aspects** that would benefit Franklin County: this would include items of interest such as past work experience with the Sanitary Engineer, in-house capabilities, local presence, experience working on City of Columbus sewer projects, additional staff that could benefit submittal reviews (electrical, mechanical), etc.

The submission shall be bound with tabs that clearly identify the contents of the binder and the individual sections. Submissions shall be printed legibly on 8-1/2 x 11 paper, double sided. Four (4) separate copies are required plus a PDF version on 2 discs or thumb drives.

5.0 Timeline

See the RFQ Calendar of Events Section.

6.0 Evaluation Criteria

Proposals will be evaluated based on how well the submission guidelines in Section 4 were adhered to, the experience of the firm and team related to the project to be performed, the recommendation from references provided, the resource commitment, and the proposed fees.

7.0 Notice of Policy

It is the policy of the County that all original materials produced as a direct result of the services performed under the contract, including but not limited to RFQ's, electronic media, documents, construction drawings, reports, studies, training manuals, and other data shall become the property of Franklin County. Any copyrighting of material produced as a result of the services performed shall be in Franklin County's name. Where licensed material is incorporated as an integral component of the services provided the firm shall register the County as a licensed user and shall provide the County with one complete copy of the licensed material. Under no circumstances will the Vendor be permitted to withhold documents, calculations, reports, or any other materials directly related to this project from the County in exchange for additional fees, royalties, or other commercial gain.

APPENDIX G
AGREEMENT FOR CONSTRUCTION ADMINISTRATION, INSPECTION AND
MATERIALS TESTING SERVICES

For The
Mon-E-Bak and Brown Road East Sewer Rectification/Completion Project

This Agreement is entered into as of this ____ day of _____ 2016, (hereinafter referred to as the “effective date of the Agreement”), by and between [REDACTED] (“Consultant”), and the FRANKLIN COUNTY BOARD OF COMMISSIONERS, 373 S. High Street, pursuant to Resolution _____.

B. WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Ohio;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire the Consultant to perform certain services as set forth herein; and

WHEREAS, the Consultant desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and the Consultant, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. DEFINITIONS

- A. The term “Client” shall mean the FRANKLIN COUNTY BOARD OF COMMISSIONERS, through its FRANKLIN COUNTY DEPARTMENT OF SANITARY ENGINEERING located at 280 East Broad Street, Columbus, Ohio 43215.
- B. The term “Consultant” includes Consultant’s agents, employees and subconsultants.
- C. The term “Projects” as used in this contract shall be understood to mean the Mon-E-Bak and Brown Road East Sewer Rectification/Completion Project undertaken by the Franklin County Department of Sanitary Engineering.

II. SCOPE OF SERVICES

Consultant shall, perform the services set forth in Exhibit A, attached to this Agreement consistent with the standards of skill, care and diligence exercised by entities licensed to provide (where required by applicable law) and regularly providing comparable engineering services on projects of similar size, complexity, design and cost in the State of Ohio.

III. COMPENSATION

- A. Consultant shall be compensated for services rendered under this Agreement, as follows:

When the Client authorizes the Consultant to proceed with the tasks outlined in Exhibit A (Exhibit A to be developed with selected firm and based upon RFQ Appendix F scope), the Client agrees to pay the Consultant monthly for work completed in an amount equal to costs as shown in said Exhibit and as further broken down in accordance with the values set forth in Exhibit B (to be created from pricing provided by selected firm). Client's total monetary obligation to Consultant for services pursuant to this Agreement shall not exceed \$ [REDACTED] unless approved by a change, modification or amendment carried out in accordance with Section XI herein.

- B. Consultant shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment to Consultant within 30 days after receipt of any such invoice or bill.
- C. If the Client does not make monthly payments in full of undisputed amounts to the Consultant, the Consultant may suspend services on the basis of non-performance on the part of the client. Prior to suspending services, Consultant must provide notice, as required by Article VII, to Client of its intention to suspend. When such progress payments are restored, within 30 days the Consultant will continue services. Consultant will continue to perform services until disputes concerning billed items are resolved.

IV. PERIOD OF PERFORMANCE

Consultant agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed"; and Consultant estimates that such services will be completed in accordance with the following schedule and as required by any Construction Contract Documents associated with the Project.

The Client recognizes that Consultant's work and the completion of it may be conditioned upon the timely performance and completion of certain activities by Construction Contractor. Consultant shall not be held liable for delays in performance of the services hereunder that arise from causes beyond Consultant's reasonable control and without its fault or negligence. Consultant acknowledges that time is of the essence as concerns the performance of this contract.

V. CLIENT RESPONSIBILITY

- A. Client shall identify all services to be performed hereunder.
- B. Client will endeavor to verify that Consultant has a complete understanding of the scope of services to be performed hereunder. Client shall provide the Consultant, in a timely fashion, all information requested by Consultant which is reasonably required for the performance of the services by Consultant to be performed hereunder.
- C. Client shall, upon execution of the Agreement, designate K. Marie Doklovic, PE, Franklin County Department of Sanitary Engineering, 280 East Broad Street, Suite 201, Columbus, Ohio 43215 or his designee as coordinator of the project described herein and of the services

to be performed under this agreement. Client reserves the right to change the project coordinator from time to time, and will provide written notice of any such change to consultant.

- D. Client shall provide Consultant with reasonable access to the premises necessary for the performance of the services required under this Agreement.

VI. INDEPENDENT CONTRACTOR

It is understood and agreed that the Consultant shall provide services under this Agreement on a professional basis and as an independent contractor and that during the performance of services under this Agreement the Consultant's employees shall not be considered employees of the Client.

VII. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XII of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement immediately thereafter. Consultant shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay Consultant all fees and expenses accrued for services rendered up to the effective date of any termination. In the event of termination, Consultant will promptly deliver to Client all deliverable work relating to the project and in existence at the time of termination. Consultant shall be entitled to keep copies. In accordance with Section XIV (k) of this Agreement, Client shall possess and own all rights to the documents and materials after termination or completion of this contract, including but not limited to the right to use all such documents to complete the Project or for the later alteration, enlargement, maintenance or improvement of the Project.

VIII. INSURANCE

Consultant shall maintain at Consultant's own expense (1) Comprehensive General Liability Insurance, (2) Commercial Automobile Liability Insurance (3) Professional Liability Insurance for negligent acts, errors and omissions, and (4) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for damages resulting from services performed or undertaken by the Consultant hereunder.

Comprehensive General Liability coverage for bodily injury and property damage, including limited contractual liability coverage shall be obtained in the general aggregate limits amount of \$2,000,000, with an each occurrence limit of \$1,000,000.

Commercial Automobile liability coverage, including non-owned and hired shall be obtained in an amount not less than \$1,000,000.

Professional Liability Insurance to protect against claims arising from any negligent acts errors or omissions for which the Consultant may be liable shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. If the professional Liability Insurance is written on a claim made basis, such insurance shall have a retroactive date no later than the date on which the Consultant commenced to perform services related to the Project.

Workers Compensation and Employer's Liability Insurance shall be obtained to the fullest extent required by applicable law.

The insurance policies listed above must be provided by companies authorized to do business in the State of Ohio and where applicable, having an AM Best rating of at least A Casualty insurance provisions shall list Client, its participant municipalities and their respective elected officials as additional insureds.

Certificates of Insurance shall be furnished to the Client upon execution of this agreement. Upon reasonable request of the Owner, certified copies of the policies must be provided.

XI. CHANGES

Changes, modifications, or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes, modifications, or amendments of this Agreement shall require, unless otherwise explicitly set forth herein, the approval of the Franklin County Board of County Commissioners, which approval shall be at their sole and complete discretion. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond the Consultant's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

X. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder to any person and/or entity without prior express written approval to the other.

XI. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XII: CONSULTANT PRINCIPALS

It is acknowledged and agreed that part of the inducement for Client to retain the services of the Consultant is the individuals identified to the Client as Principal of the team which would perform the services. The designation of team members is a meaningful consideration received by Client in this Contract. Consequently Client and Consultant agree that [REDACTED] will remain the Project Principal with [REDACTED] as the Project Manager, and [REDACTED] as the lead engineer, assigned to and performing work on this project absent Client granting consent in writing to a redesignation of principals providing services on the project.

XIII. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by certified or registered mail as follows:

- A. Notices to Consultant shall be addressed to: [REDACTED].
- B. Notices to Client shall be addressed to: ATTN: K. Marie Doklovic, PE, Department of Sanitary Engineering, 280 East Broad Street, Suite 201, Columbus, Ohio 43215.

XIV. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, here hereby merged into and made a part hereof, and are of no further force or effect. This Agreement may be amended, changed or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- G. Disputes: Disputes which arise under this contract will be subject to non-binding mediation between the parties. In the event mediation is unsuccessful, disputes shall be resolved through litigation. Client and Consultant must take all steps reasonable necessary to mitigate the

damages and adverse impact resulting from any dispute. Pending resolution of any dispute, the parties must proceed diligently with the good faith performance of the contract. Any litigation arising from the contract or related to its terms must be filed in the Common Pleas Court of Franklin County, Ohio. The Client and the Consultant consent to the exclusive venue and jurisdiction of that Court.

- H. Completed Affidavits: Consultant shall be required to deliver executed a Non-collusion Affidavit and a Delinquent Property Tax Affidavit. In addition, Consultant shall be required to supply a Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization, as required by Ohio law. Consultant shall also provide an Affidavit of Authority in a form acceptable to Client.
- I. Non-Discrimination / Equal Opportunity: Consultant agrees that in the hiring of employees for the performance of work under the contract Consultant shall not, by reasons of race, color, religion, sex, age, handicap, national origin of ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. That Consultant or any person acting on behalf of consultant, 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, handicap, national origin, or ancestry. Consultant shall also 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, Consultant shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under §122.92 of the Revised Code.
- J. Indemnification: Consultant agrees to indemnify and hold harmless the Client, its directors, officers, employees, and contractors from and against any claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the negligent performance or failure to perform by the Consultant or its subcontractors under this agreement.
- K. Materials: The Consultant agrees that, upon payment of monies owed to Consultant pursuant to this Agreement, the entire right, title and interest in all materials that have been prepared, written, created or developed pursuant to this Agreement shall become the property of the Client, including the right to reproduce or distribute said materials, and the Consultant shall promptly return, following the termination of this Agreement or upon earlier request by Client, all drawings, tracings, written materials and equipment in the Consultant's possession and (i) supplied by the Client in conjunction with the Consultant's services under this Agreement or (ii) generated by the Consultant in the performance of services under this Agreement. The County assumes all risk of loss associated with the use or dissemination of materials prepared by Consultant, other than for the intended project.
- L. Public Records: Materials received from Consultant may constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to Ohio Revised Code Section 149.43.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

THE FRANKLIN COUNTY BOARD OF COMMISSIONERS (Client)

John O'Grady, President

Date _____

Paula Brooks, Commissioner

Date _____

Marilyn Brown, Commissioner

Date _____

**FRANKLIN COUNTY DEPARTMENT OF
SANITARY ENGINEERING (Client)**

(Consultant)

(Signature)

(Title)

(Date)

(Date)

APPROVED AS TO FORM

Assistant Prosecuting Attorney

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account 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 ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
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 Regulation 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 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. 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. 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.