Franklin County
Where Government Works

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: **2016-08-28**

DATE AND TIME OF RFQ OPENING: **August 11, 2016 at 2:00 P.M.**

PROJECT NAME: **Mediation 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 rising under this RFQ and subsequent contract.

SUMMARY OF PROJECT

The Franklin County Board of Commissioners, on behalf of the Franklin County Child Support Enforcement Services is seeking Request for Qualifications for Mediation Services. The contract term shall be for one (1) year with four (4) optional one (1) year extension periods.

NAME OF COMPANY: _____

NAME OF OFFICIAL: _____

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

ADDRESS: _____

CITY, STATE, & ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

*** This must be your company's complete legal name.**
**** Order Placement/Contact Name is the Party whom will be main point of contact for Franklin County in regards to any and all questions pertaining to Offeror's 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:

Fax: 614-525-3144
RE: RFQ# 2016-08-28 Mediation Services for Franklin County Child Support Enforcement Agency
Email: sktubbs@franklincountyohio.gov
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:

_____ 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. If the Offeror is an individual or not incorporated in Ohio or any other state, no certificate is required.

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 Sharon K Tubbs via email to sktubbs@franklincountyohio.gov.

- The deadline for submitting questions is 12:00 noon on August 1, 2016.
- Sealed submissions are due by 2:00 p.m. on August 11, 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 Child Support Enforcement Agency is seeking a provider of Mediations Services. See Appendix F for additional information and background.

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**
July 13, 2016	Request for Qualifications (RFQ) Advertising period. Inquiry process begins.
July 13, 2016	RFQ instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
August 1, 2016 by 12:00 Noon	Offeror Question Submission Deadline. (Q&A) : All questions pertaining to this RFQ must be submitted, in writing, to Sharon K. Tubbs by the date and time listed, via email to: sktubbs@franklincountyohio.gov to be considered for a response.
August 4, 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.
July 13, 2016 – August 10, 2016	The Offeror should submit their intention to propose or decline to propose via *Statement of Receipt Form and "No Response" Form*.
August 11, 2016 by 2:00 p.m.	**Sealed submissions are due to Franklin County Purchasing by 2:00 p.m. on August 11, 2016.** Vendors must submit one original and three (3) hard copies, plus two CD Roms or two (2) flash drives of all requested documentation, including binding signatures by 2:00 p.m. 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.
August 16, 2016*	Evaluation of RFQ submissions are complete, finalists selected.

Key Dates	Event
Week of August 22, 2016*	Contract Negotiations if Necessary. Obtain final signatures.
August 26, 2016*	Contract paperwork submitted to Clerks Office
September 1, 2016*	Board Of Commissioners Briefing
September 6, 2016	Board of Commissioner Approval/Contract Award
September 6, 2016*	Effective Contract Start Date

*Estimated dates that may be 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 Sharon K. Tubbs of the Franklin County Purchasing Department. Unauthorized contact with any Franklin County

employee including members of the Franklin County Child Support Enforcement Agency 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 Sharon K. Tubbs via email: sktubbs@franklincuntyohio.gov. Questions must be submitted no later than the deadline of 12:00 noon 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 August 11, 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.

Section 2.03 Pre-Submittal Conference

Not Applicable.

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 one original and three (3) hard copies, plus two CD Roms or two (2) flash drives of all requested documentation 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 will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paper clips, binder clips or rubber bands to keep them orderly. This includes any amendments or addendums applicable to the RFQ. 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# 2016-08-28 ~ Mediation Services for Franklin County Child Support Enforcement Agency
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 Sharon K. Tubbs: sktubbs@franklincountyohio.gov

B. Requests for clarifications received after the above timeframe will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specifications which could effect 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; however, if it is in the best interest of Franklin County, the County reserves the right to award to multiple Offerors, 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 includes but is not limited to the following factors (not ranked in any particular order of importance):

A. Price of services.

B. Capability of the Offeror to perform or meet the specifications or specific criteria outlined and requested in Appendix F.

C. The experience/references of the Offeror.

D. Completeness of the RFQ submission and response.

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

Phase 3 - Contract Negotiations

Negotiations, if required, may be conducted with the Offeror who submits the lowest and best competitive submission based on the rankings of all phases of the evaluation process and is determined to be the highest ranked Offeror. 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 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

Please provide three references, including company names, addresses, telephone numbers, and persons to contact that can provide a reference for your company. Please provide references that can confirm your ability to provide products or services or a similar scope to the requirements to this RFQ. Failure to provide three references 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 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-5 *(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

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

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

1) Jurisdiction Served:_____

Jurisdictional Contact Person:_____

Address:_____

Telephone Number: (_____) _____

Email Address:_____

Explanation of Duties:_____

_____

_____

2) Jurisdiction Served:_____

Jurisdictional Contact Person:_____

Address:_____

Telephone Number: (_____) _____

Email Address:_____

Explanation of Duties:_____

_____

_____

3) Jurisdiction Served:_____

Jurisdictional Contact Person:_____

Address:_____

Telephone Number: (_____) _____

Email Address:_____

Explanation of Duties:_____

_____

_____

APPENDIX C
PERFORMANCE BOND DATA SHEET
Not Applicable

Appendix D
Offeror Deliverables List

INSTRUCTIONS

Offerors must submit one original and three (3) hard copies, plus two CD Roms or two (2) flash drives of all requested documentation, including binding signatures (to ensure receipt and as a means of showing acceptance of Administrative Requirements and Contract Terms and Conditions):

1. Download, complete, and print one copy of the RFQ from the Purchasing Department website. Please use blue or black ink to fill in every required page.

2. Take to your copier and make 3 copies - keep all copies separated by rubber-bands or binder clips in the order as they print. You now have four "sets."

3. Make sure that you carefully read the entire RFQ for requested information where a form is not provided and you must create and/or add other required documents as required (such as Appendix F Specifications). Notarize forms where required.

4. When finished, each Offeror should have one original and three completed copies.

5. Take the original set of your entire completed RFQ and scan this onto two (2) CD Roms or two (2) Flash Drives.

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

Please use the attached Appendix D – Offerors Deliverables Checklist as a reference when preparing your RFQ submission.

APPENDIX D

OFFERORS DELIVERABLES CHECKLIST

Offerors must submit one original and three (3) hard copies, plus two CD Roms or two (2) flash drives of all requested documentation, including binding signatures.		
FORM OR DOCUMENT	**DESCRIPTION & NUMBER OF DOCUMENTS**	✓
One original and three (3) hard copies, plus two CD Roms or two (2) flash drives of all requested documentation, including binding signatures.	One original and three (3) hard copies, plus two CD Roms or two (2) flash drives of all requested documentation, including binding signatures.	
Cover Page	1 Original and 3 copies – Completed.	
Statement of Receipt Form & "No Response" Form	Please complete and fax to our office at (614) 525-3144 prior to the RFQ opening.	
Certificate of Good Standing	4 Copies	
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	Submittal not required; checklist is for Offeror's reference	
Appendix E – Pricing	4 Originals, Completed.	
Appendix F – Specifications	4 Copies of any/all requested materials – please label each section accordingly.	
Appendix G – Draft Contract	Submittal not required however awarded Contractor will enter into contract with Franklin County under Appendix G	
W-9 Form	4 Copies, Completed and Signed.	
Amendments / Clarifications, if applicable	4 Copies, Signed - Signature Page Only	

Franklin County
Child Support Enforcement Agency

Appendix E
Pricing Schedule

Hourly Rate to Provide Mediation Services meeting the requirements outlined in Appendix F (Scope of Services)

$_____/per hour

Franklin County
Child Support Enforcement Agency

Appendix F
Mediation Scope of Services

SCOPE OF SERVICES:

The Franklin County Child Support Enforcement Agency (FCCSEA) hereby solicits submissions of written Qualifications, on a competitive basis, from qualified Respondents to provide the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by FCCSEA will require the Respondent to provide Mediation Services to FCCSEA clients who request/require assistance to negotiate Parenting Time Orders in accordance with Franklin County Domestic and Juvenile Court Rule 22.

FCCSEA is seeking a qualified mediator with specialized training and experience in family law mediation. The proposed services will include: mediation of parenting time and/or child support and medical support amounts. If the parties agree to Parenting Time Option 4 with some modification, the mediator will provide assistance to the parties to complete the appropriate documents and file them with the court. Similarly, if the parties request a different parenting time option and request a deviation from the guidelines child support amount, the mediator will assist the parties to reach agreement on all required elements, complete the necessary pleading documents, and file them with the Court.

Court forms and documents will be accessible on Agency computers, but clerical support will be very limited. The selected mediator will be able to complete forms electronically, save them on FCCSEA's document imaging system, and print them for filing with the court as needed.

An electronic docket will also be used to allow Administrative Hearing Officers to schedule clients for mediation services if they are requested or deemed necessary during an administrative hearing. The selected Respondent will also be able to use the docket to schedule his/her own time if a mediation requires a return visit from clients.

Strict compliance with FCCSEA's client confidentiality regulations is also required.

QUALIFICATIONS:

The preferred candidate will be an attorney with specialized training in family mediation. At least five (5) years of experience engaging in family law mediation, including parenting time and child support cases in the Juvenile and Domestic Division of the Franklin County Court of Common Pleas.

Candidates should submit a resume as well as an essay that explains their:

1. Approach to mediation.
2. Experience using mediation with clients of various cultures and backgrounds.
3. Experience drafting/completing orders and motions for court approval.
4. Experience using the tools or similar tools described above in Scope of Services regarding forms, document imaging systems and electronic docket.
5. Experience recognizing and responding to indicators of domestic violence.
6. Proposed schedule for providing services.

Essay Responses are limited to five (5) pages.

PRICING SCHEDULE:

1) Please include an all-inclusive hourly rate for mediation services in attached Appendix E.

OTHER INFORMATION:

1) The successful respondent will be an independent contractor who will execute a contract for services (See Appendix G).

2) Please review the contract and indicate any concerns or proposed modifications in your essay.

BACKGROUND INFORMATION:

FCCSEA is the recipient of two federal grants with the U.S. Department of Health and Human Services, Administration for Children and Families that have similar purposes. The first, Access and Visitation, allows FCCSEA to use federal funds to provide: supervised visitation, safe exchange, co-parenting classes, and/or parenting time mediation. FCCSEA currently uses Access and Visitation funds to provide supervised visitation and safe exchange through an agreement with Buckeye Ranch. The second, Parenting Time Orders for Children (PTOC) allows FCCSEA, with the cooperation of the Franklin County Court of Common Pleas, Domestic and Juvenile Division, to create Parenting Time Orders in accordance with Local Rule 22 during the same administrative hearing that establishes the child and medical support orders. Due to the fact that the Administrative Hearing Officers are prohibited from deviating from the statutory child support guidelines; the only Parenting Time option available under Rule 22 is Option 4, as all others would be grounds for a deviation from the child support guideline amounts. A copy of the Rule 22 Parenting Time Order is attached for reference.

FCCSEA has received approval from the Ohio Office of Child Support to amend its Access and Visitation Grant scope of services to include funding for parenting time mediation for parents who desire that assistance. As part of the PTOC grant, all parents who express an interest in establishing a parenting time order will be screened for domestic violence services and if they screen in the positive range Franklin County will offer appropriate information and referrals for domestic violence. Parents who screen positive for domestic violence are not eligible for PTOC services.

FCCSEA desires to contract with a mediator who would provide services to child support clients in our offices (80 E. Fulton St., Columbus, Ohio 43215) for approximately 10 hours per month (excluding Wednesday, with an annual contract ceiling of $11,000.00). These services would consist of assisting parents who need extra assistance working out the details of a Parenting Time Order using option 4 of Local Rule 22 (PTOC) as well as child support clients who wish to establish a Parenting Time Order using one of the other options of Local Rule 22 and petitioning the Court for a deviation from the statutory child support guidelines amount.

APPENDIX G

C O N T R A C T

Between

FRANKLIN COUNTY BOARD OF COMMISSIONERS

And

THE CONTRACTOR

This contract entered into by and between _____, a _____ having its principal place of business located at _____(hereafter referred to as "Contractor") and the Franklin County Board of Commissioners , on behalf of the Franklin County Child Support Enforcement Agency (hereafter referred to as "County") to provide Mediation Services, pursuant to the authority of Sections 307.86 to 307.92 of the Ohio Revised Code and under the approval of Resolution No._____ dated _____, 2016.

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

Section 1 Administrative Requirements

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

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

1) The signed contract document and all attached documents;
2) The RFQ response submitted by the Contractor; and
3) The County's original Request for Qualifications.

Section 2 Pricing and Delivery of Services

The Agreed to Pricing and Services attached as given in the RFQ and the information provided in Exhibit A.

Section 3 Term of Contract

The awarded contract will be for a period of one-year, beginning September 1, 2016 through August 31, 2017 with the option to extend for four (4) additional one-year periods.

Section 4 Miscellaneous Terms

Section 4.01 Standard of Care

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

(a) It (i) is a duly incorporated, organized and validly existing under the laws of, and in good standing with its state of incorporation; (ii) has full authority to grant the County the rights granted in this Agreement; (iii) has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.

(b) It shall execute any and all documents or contracts with third parties in its name and shall not represent itself as conducting business on behalf of the County or any of its agencies.

(c) It has filed all tax returns (federal, state and local) required to be filed and has paid all taxes shown thereon to be due and all property taxes due, including interest and penalties, if any.

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

Section 4.02 Affirmative Covenants

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

(a) Maintain its existence and continue to be a duly incorporated legal entity that is and organized and validly existing under the laws of its incorporation and duly qualified to do business in, the State of Ohio to the extent required by applicable law.

(b) Give notice to the County, within ten (10) days of the Contractor learning thereof, of any litigation involving a claim for damages in excess of One Hundred Thousand Dollars ($100,000) affecting or relating to the Contractor or the services required under this Agreement.

(c) Promptly notify the County if:

(i) The Contractor learns of the occurrence of any event which constitutes, or, with the passage of time, the giving of notice or otherwise, will constitute, an Event of Default or a default under this Agreement or any of its other loan documents, together with a detailed statement by a duly authorized representative specifying the nature thereof and what action such Contractor is taking or proposes to take with respect thereto;

(ii) Such Contractor receives any notice of default from, or the taking of any other action by, the holder(s) of any promissory note, debenture or other evidence of indebtedness of such Contractor, together with a detailed statement by the Contractor's duly authorized representative specifying the notice given or other action taken by such holder(s) and the nature of the claimed default and what action such Contractor is taking or purposes to take with respect thereto;

(iii) Such Contractor learns of the existence of any legal, judicial or regulatory proceedings affecting such Contractor or any of its properties or assets in which the amount involved is material and is not covered by insurance or which, if adversely determined, would cause a material adverse change in the business, prospects, profits, properties, assets or condition (financial or otherwise) of such Contractor; or

(iv) There shall occur or exist any other event or condition causing a material adverse change in the business, prospects, profits, properties, assets or condition (financial or otherwise) of such Contractor.

Section 4.03 Indemnification

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

Section 4.04 Performance Bond Requirements

Not Applicable.

Section 4.05 Ethics

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

Section 4.06 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may not use subcontractors for portions of the work under this Contract.

Section 4.07 Consent to Assign

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

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

Section 4.08 Record Keeping

The contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract and is required to provide the Franklin County Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.09 Insurance Requirements

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

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

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

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

Excess Annual Aggregate Limit: $1,000,000 dollars

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

Section 5 Time of Performance

Section 5.01 Time of Contract

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

Section 5.02 Contract Extension and Price Increase

The initial contract term will be for a period of one-year with the option to extend for four (4) additional one-year periods. Pricing will be firm and fixed for the initial contract period and during any extension periods. The vendor, unless otherwise stated, must request any price or unit cost increases no later than 120 days before the extension date of the contract. All price increase requests must have verifiable justification.

Franklin County may request, based on economic conditions, a price decrease with verifiable justification prior to granting any contract extension.

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

Section 5.03 Contract Extension at the End of Any Contract Period

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

Section 6 Invoicing, Payment and Taxes

Section 6.01 Standard Invoice and Payment

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

Invoice shall include, at a minimum:

1) Agency Account Code
2) Name and Address of the Contractor
3) Billing Period
4) Location
5) Unit Cost (must match contract pricing)
6) Calculated Extended Cost
7) Shipping/billing address
8) Customer Service Telephone Number

Section 6.02 Payment Due Date

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

Section 6.03 Taxes

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

Section 7 Contract Administration and Reports

Section 7.01 Contract Administration

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

Section 7.02 Out of Scope Work

The Contractor is not allowed to perform any work that is out of scope. If the Contractor believes that the work being requested to be performed is out of scope it must be brought to the attention of the Lori Torriero, Assistant Director – Franklin County Child Support Enforcement Agency or the Franklin County Purchasing Department. Any work that is out of scope, if it is determined to be necessary by the County, must be added to the Scope of Work through a written contract modification that is approved by the Board of County Commissioners, who has the sole authority to modify the contract. Approval of a contract modification under this section by the Board of County Commissioners shall be at their sole and complete discretion. If the Contractor knowingly performs work that is out of scope and does so without the proper written authorization from the Board of Commissioners may do so at the their own risk. The County will not be liable for any cost of the work performed that was out of scope and done without the proper authorization.

Section 7.03 Usage Reports

The management of the Franklin County Child Support Enforcement Agency or the Franklin County Purchasing Department may request various reports regarding performance of this contract. The offer will respond to such requests in a timely manner. All reports will be provided a no cost to the County.

Section 7.04 Quality Assurance

The Contractor is responsible for the quality of the goods sold to Franklin County. Any defective goods discovered during the delivery and/or installation will be replaced at no cost to the County. Any goods that do not meet or do not perform to the guarantee of the manufacturer's warranty will be replaced by the Contractor immediately at no cost to the County. It is the responsibility of the Contractor to return any defective goods to the Manufacturer.

If authorized by the County, the Contractor is responsible for installation of all goods and for the removal of all packaging material. If during installation the Contractor or their subcontractor damages any goods then the Contractor will replace those damaged items at no cost to the County.

Section 7.05 Warranties

Unless otherwise stated, all supplies shall be new and unused and only when authorized recycled or refurbished products. All products shall carry manufacturer warranties. The Contractor warrants all supplies to be free from defects in labor, material and manufacturing and to be in compliance with the Contract specifications. County reserves the right to request all warranty documentation. The Contractor shall provide warranty information requests within seven (7) calendar days. Failure to provide requested reports within seven (7) calendar days, after notification, may be deemed as a default of the contract and the County may take such actions as allowed under Section 8.02.

Section 8 Contract Cancellation; Termination; Remedies

Section 8.01 Contract Cancellation

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

1) **90-Day Notice Termination**

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

2) **Non-Appropriation of Funds**

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

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

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

4) **Cancellation for Financial Instability**

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

Section 8.02 Termination for Default

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

a) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

b) Make progress, so as to endanger performance of this contract the services required under this Agreement.

1) Franklin County **may exercise** its right to terminate this contract under this Section of the contract if after receipt of the notice from Franklin County specifying the failure the Contractor to perform such services, the Contractor ***does not offer a plan to cure*** such failure within 10-days (or more if authorized in writing by Franklin County) in a manner acceptable to the County.

2) If Franklin County terminates this contract in whole or in part, for default under this Section 8.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of Implementation fees that have been paid to the Contractor as of the termination date of the contract. However, the contractor shall continue the work not terminated.

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

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

Section 8.03 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or gross negligence. The County may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor.

Section 9 Certifications and Affidavits

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

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Contractor against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this contract, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, and agrees that it shall not take any action that would result in an unresolved finding for recovery under such section.

Section 9.02 Suspension and Debarments

The County will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System https://epls.arnet.gov/.

Section 9.03 Legal Compliance

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

Section 9.04 Workers' Compensation Provision

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

renewal thereto will be considered as a default.

Section 9.05 Non-Collusion Certification

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

Section 9.06 Non-Discrimination / Equal Opportunity

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

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

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

Section 10 Special Considerations

Section 10.01 Public Record and Treatment of Confidential and Proprietary Information

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

Notwithstanding the provisions of the previous paragraph, the Contractor understands and agrees that any Confidential Information may become subject to a Public Request for Information under the of Ohio Revised Code Section 149.43. In the event the County receives any such request for any Confidential Information, it will promptly notify the Contractor of the request to enable the Contractor to take whatever action it deems appropriate to seek protection from disclosure.

If the Contractor fails to take any action within three (3) days of such notice, the County may make such disclosure without any liability to the Contractor.

Section 10.02 Governing Law/Venue

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

Section 10.03 Independent Status of the Contractor

1) The parties will be acting as independent contractors. The partners, employees, officers, and agents of one

party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.

2) The Contractor shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

Section 10.04 Entire Agreement/Amendment/Waiver

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

Section 10.05 Cooperative Contract Opportunity

Not Applicable.

Section 10.06 Green Initiatives

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

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

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

To enable the Board to make selections consistent with this policy, vendors may submit a bid, RFQ submission or offer proposing alternative products to the goods that were specified. Affixing a company name to Exhibit 5 – Commitment To Promoting Fuel Efficiency and Reducing Air Pollution, the Contractor certifies that it supports the Franklin County Commissioners' "Green" philosophy and initiatives.

Section 10.07 Notices

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

To the: _____

Attention:
Address
Telephone ( )
Facsimile: ( )

If to the County:	Franklin County Child Support Enforcement Agency Attention: Lori Torriero, Assistant Director 80 East Fulton Street Columbus, OH 43215 Telephone: (614) 525-3219 Facsimile: (614) 525-6409
With a copy to:	Franklin County Purchasing Department Attention: Purchasing Director 373 S. High Street, 25th Floor Columbus, OH 43215 Telephone: (614) 525-7266 Facsimile: (614) 525-3144

Section 10.08 Off-Shore Activities

No portion of this contract may be performed offshore. All services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly pertain to servicing this contract shall be performed within the borders of the United States. This shall include any back up services for data, back office services and work performed by subcontractors at all tiers.

Section 10.09 Time of the Essence

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

Section 10.10 Business Associate Agreement

Not Applicable.

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

Franklin County Board of Commissioners:

By: _____
John O'Grady, President

By: _____
Paula Brooks, Commissioner

By: _____
Marilyn Brown, Commissioner

Contractor:

By: _____

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

By: _____
Assistant Prosecuting Attorney

Date: _____

APPROVED AS TO FORM:

Karl H. Kuespert. C.P.M.
Director, Purchasing Department
Franklin County, Ohio

By: _____

Date: _____

LOCAL DOMESTIC COURT RULE 27.1 / LOCAL JUVENILE COURT RULE 22.1

***This rule applies to orders and entries journalized *effective January 1, 2015 and thereafter*.**

MODEL PARENTING TIME SCHEDULE
FRANKLIN COUNTY COMMON PLEAS COURT
DOMESTIC AND JUVENILE DIVISIONS

FOR PARENTS TRAVELING UNDER 90 MILES ONE WAY:

This schedule is merely a guideline for parenting time. It is the parties' responsibility to tailor this schedule as necessary to meet the best interests of their children and their situation before the schedule becomes a court order.

Liberal parenting time arrangements are encouraged, as contact with both parents is important to the children. Specific items in the Journal Entry take precedence over this schedule. Changes or modifications can be made by the Court if need for such is shown. The parenting time option selected below does not necessarily affect support obligations.

Activities you engage in with your children, skills you teach them, or friends you help them make will make their time with you more rewarding. Additionally, regardless of how much time each parent spends with the children, there are many opportunities to be involved in their lives, such as participation and attendance at their school, sporting and extracurricular activities.

PARENTING TIME BETWEEN THE CHILDREN AND THE PARENTS SHALL TAKE PLACE AT SUCH TIMES AND PLACES AS THE PARTIES MAY AGREE, BUT IN ABSENCE OF AGREEMENT SHALL BE **(CHOOSE ONE OPTION, EITHER A, B, C, OR D BELOW MUST BE SELECTED)**:

____ OPTION A:

1. The children shall reside equally with both parents on an alternating weekly basis. The children shall transition from one parent's residence to the other every Sunday at 6:00 p.m. unless the parties agree upon a different day and time.

2. The parent who is not exercising weekly parenting time shall be entitled to spend one weekday evening with the children from 5:00 p.m. until 8:00 p.m., which shall be Wednesday unless otherwise agreed. The parent exercising weekday evening parenting time shall be responsible for picking up AND returning the children for this parenting time.

____ OPTION B:

1. Weekends: Alternate weekends from Friday at 6:00 p.m. until Monday at 6:00 p.m. This alternating weekend schedule shall not change, even when interrupted by holiday and birthday, summer and/or vacation parenting time. (See Section 4a and 5 below)

2. Weekdays: Mother/Father (circle one) shall have parenting time with the children each Monday beginning at 6:00 p.m. until drop-off to school/daycare on Wednesday (or 6:00 p.m. if no school), Mother/Father (circle the other parent) shall have parenting time with the children from Wednesday after school (or 6:00 p.m. if no school) until drop-off to school/daycare on Friday (or 6:00 p.m. if no school).

____ **OPTION C:**

1. Weekends: Alternate weekends from Friday at 6:00 p.m. until Monday at 6:00 p.m. This alternating weekend schedule shall not change, even when interrupted by holiday and birthday, summer and/or vacation parenting time. (See Section 4a and 5 below)

2. Weekdays: Mother/ Father (circle one) shall have one weekday overnight per week from 6:00 p.m. until the next morning to school/day care or 8:00 a.m., whichever is applicable. This overnight shall be Wednesday unless otherwise agreed. The parent exercising weekday overnight parenting time shall be responsible for all transportation during this parenting time. The other parent shall have the remaining weekday parenting time.

____ **OPTION D:**

1. Weekends: Alternate weekends from Friday at 6:00 p.m. until Sunday at 6:00 p.m. This alternating weekend schedule shall not change, even when interrupted by holiday and birthday, summer and/or vacation parenting time. (See Section 4a and 5 below)

2. Weekdays: Mother/Father (circle one) shall have one weekday evening per week from 5:00 p.m. to 8:00 p.m. which shall be Wednesday unless otherwise agreed. The parent exercising weekday evening parenting time shall be responsible for picking up AND returning the children for this parenting time. The other parent shall have the remaining weekday parenting time.

3. Extracurricular Activities: Regardless of where the children are living, their participation in existing and renewed extracurricular activities, school related or otherwise, shall continue uninterrupted. The parent with whom they are residing at the time of the activity shall provide the transportation to these activities. Notice of all extracurricular activities, school related, or otherwise, in which the children participate, schedules of all extracurricular activities (handwritten, if no formal schedule is provided by the activity) and the name of the activity leader (including address and telephone number if reasonably available) shall be exchanged between the parents.

4. Holidays: In odd-numbered years, mother has Martin Luther King Day, Spring Break, Fourth of July, Beggar's Night, and the first half of Winter Break. In odd-numbered years, father has President's Day, Memorial Day, Labor Day, Thanksgiving, and the second half of Winter Break. In the even-numbered years, the schedules are reversed.

   a. In the event of a conflict between regular parenting time and holiday parenting time, holiday parenting time prevails. The alternating weekend parenting time continues, however, as if the holiday had not intervened. This means that one parent may have the children three weekends in a row. This process equalizes itself over the course of time for each parent.

      For a holiday falling on a Friday, parenting time commences Thursday at 6:00 p.m. and continues to Sunday evening at 6:00 p.m.; or for a holiday falling on a Monday, parenting time commences Friday at 6:00 p.m. and continues to Monday at 6:00 p.m.

b. Mother's Day and Father's Day are to be spent with the appropriate parent. These are as agreed or 10:00 a.m. to 6:00 p.m. These do not have to be made up.

c. Other days of special meaning, such as Religious Holidays, parents' and children's birthdays, and other school days off shall be as determined by the parties. If the parties cannot agree, then the regular Weekday/Weekend parenting time schedule shall take precedence.

d. Hours for parents who cannot agree are as follows: Martin Luther King Day (6:00 p.m. on Friday to 6:00 p.m. on Monday); President's Day (6:00 p.m. on Friday to 6:00 p.m. on Monday); Spring Break (6:00 p.m. on the day school is out to 6:00 p.m. the day before school recommences); Memorial Day and Labor Day (6:00 p.m. Friday to 6:00 p.m. Monday); July 4th (6:00 p.m. on July 3 to 6:00 p.m. on July 4); Beggar's Night (4:30 p.m. until 8:30 p.m.); Thanksgiving (6:00 p.m. on the day school lets out to 6:00 p.m. Sunday); Winter Break (first half commences at 6:00 p.m. the day school lets out, until December 25 at 6:00 p.m.; second half commences at 6:00 p.m. December 25 until 6:00 p.m. the day before school recommences).

e. 48-hour notice should be given by the parent with whom the holiday is being spent for any arrangements for out of town travel on the holidays or of a change in pick-up/return times.

5. Summer: (Applies only if either Option B, C, or D is selected above). Commencing the first Sunday after the children are out of school, each parent shall exercise parenting time with the children in two week blocks of time with the Mother/Father (circle one) exercising the first two week block. Alternating weekends shall continue so that each parent has time with the children during the other parent's two week block, however alternating weekend parenting time may not always occur at the midpoint of the two week block. The summer schedule commences the day after the children are out of school and continues until seven (7) days before school begins.

6. Vacations: Each parent may arrange an uninterrupted vacation of not more than two (2) weeks with the children. Each parent shall schedule this vacation during his/her time during the summer (For parents with Option A as their regular parenting time schedule, each parent may arrange either two one-week vacations to take place only during his/her time or they may arrange one two-week vacation using one week of each parent's time, which shall only be permitted if a two-week vacation is scheduled). The vacationing parent shall notify the other parent and provide a general itinerary of the vacation to the other parent, including dates, locations, addresses, and telephone numbers, no later than thirty (30) days prior to the scheduled vacation. Holiday and birthday celebrations with either parent shall not be missed, requiring scheduling of the vacation around these events. Parenting time with the other parent is missed during vacation, and there is no requirement that it be made up. Parents shall notify each other of their vacation plans by May 31 each year, and in the event of a conflict, mother's schedule shall prevail in odd-numbered years; father's schedule shall prevail in even-numbered years.

7. Communication:

a. Children can communicate with either parent as often as they wish, at reasonable times and frequencies, via telephone or electronic means (e.g. text, Skype, FaceTime).

b. In addition, the non-possessory parent shall be entitled to telephone or electronic (i.e. FaceTime, Skype) communication of reasonable duration with the children not less than three times per week.

c. Neither parent shall excessively interfere with nor stop the telephone or electronic communication.

8. Transportation: With the exception of weekday overnight/evening parenting time (options A, C, and D), the parties shall divide the transportation equally. The parent who is exercising parenting time shall pick up the children. The parent exercising weekday evening parenting time (Options A, C, and D) shall be responsible for picking up AND returning the children for this parenting time. Unless otherwise ordered by the court or agreed by the parents, drop off/pick up shall be at the parents' respective homes, the children's school, or day care, whichever is applicable.

   In Option B, the parent who has the children from Monday at 6:00 p.m. to Wednesday at 6:00 p.m. is the parent responsible for picking up the children from school/day care on Monday afternoon and taking the children to school/day care on Wednesday morning, and the parent who has the children from Wednesday at 6:00 p.m until Friday at 6:00 p.m. is responsible for picking the children up from school/day care on Wednesday afternoon and taking them to school/day care on Friday morning. The parent who has the weekend is responsible for picking up the children from school/day care on Friday afternoon and taking them to school/day care on Monday morning. The 6:00 p.m. time on exchange days only applies when a child is not attending school or day care on that day, and in that circumstance, the parent who is beginning their parenting time shall pick the children up from the other parent at 6:00 p.m. that day.

   The parties may designate a licensed, insured driver known to the children to provide any of this transportation, if necessary.

9. Moving: Upon either parent learning that he/she will be moving, he/she shall immediately notify the other parent, but not less than sixty (60) days prior to the move except in those circumstances wherein notice is not required by R.C. 3109.051(G), and provide the other parent with the moving date, new residence address and telephone number, and such other pertinent information necessary to effectuate a smooth move for the children. The parents shall attempt, in good faith, to renegotiate an appropriate and beneficial new parenting time schedule.

10. Waiting: Neither parent shall be more than 30 minutes late picking up the children without notice to the other parent. If the non-possessory parent has not arrived to pick up the children within the 30 minute period and has failed to contact the possessory parent, parenting time may be forfeited in the possessory parent's discretion and shall not be required to be made up.

11. Cancellation: The non-possessory parent should give 24 hour notice to cancel. The time cancelled by the non-possessory parent is forfeited.

12. Illness: If a child is ill, the possessory parent should give 24 hour notice, if possible, so appropriate plans can be made to accommodate the child's illness. However, parenting time shall not be denied or forfeited based upon a child's illness unless it is pursuant to written orders by a licensed medical professional. If any parenting time, weekend, holiday/birthday, or vacation is missed due to non-emergency and/or non-critical illness, then any missed parenting time shall be made up as provided in paragraph 13. All prescribed medication shall be exchanged between the parents.

13. Make-Up Parenting time: Any make-up parenting time required by this schedule shall occur the first weekend of the other parent immediately following the missed parenting time and shall continue during the other parent's weekends until made up in full, including partial weekends.

14. Current Address and Telephone Number: Except as provided in the court order, each parent shall keep the other informed of his/her current address, home, cell and work telephone numbers, and a regularly accessible e-mail address at all times.

Emergency Contact: Both parents shall at all times, regardless of whether the children are with him/her, provide the other parent with a telephone number for contact in the event of an emergency.

15. Car Seat: Every parent shall have and utilize a car seat and booster seat as required by law.

16. Clothing: The parents shall cooperate in the exchange of the children's clothing prior to and following parenting time.

17. Pre-School Age: Unless otherwise agreed, pre-school age children follow the same schedule of school age children in the school district where they live regardless of whether or not other school age children live in the family. Frequent contact with both parents each week is recommended for very young children.

18. Infants (Birth to 18 Months): The court recognizes that parenting time with infants carries unique concerns because of the required skills of the parents and the needs of the child. It is important that both parents are able to observe, share, and participate in activities with the infant. When possible, it is encouraged that the non-residential or non-custodial parent have parenting time with the child that is shorter in duration but occurs more frequently. Unless otherwise ordered or agreed upon by the parents, the following schedule shall be utilized for children from birth through eighteen months (except if the parties have an older child together, then the infant will follow the older child's parenting time schedule):

    a. The non-residential or non-custodial parent shall have parenting time for a twenty-four hour period each weekend, from Friday at 6:00 p.m. to Saturday at 6:00 p.m. the first weekend; from Saturday at 6:00 p.m. until Sunday at 6:00 p.m. the second weekend, and alternating these time periods each weekend thereafter. Weekday parenting time shall be on Tuesday and Thursday from 5 p.m. until 8 p.m.

    b. Holiday parenting time shall not be observed, except as follows: The non-residential or non-custodial parent shall have the child for Thanksgiving parenting time from Wednesday evening at 6 p.m. until Thursday evening at 8 p.m., Winter Break parenting time from 6 p.m. Christmas Eve to 6 p.m. Christmas Day in even-numbered years or 6 p.m. Christmas Day to 6 p.m. December 26 in odd-numbered years, Memorial Day and Labor Day weekends from 6 p.m. Sunday to 6 p.m. Monday, and Mother's Day or Father's Day (whichever is applicable) from 12 p.m. until 6 p.m.

    c. The non-residential or non-custodial parent shall be responsible for all transportation to exercise the above parenting time.

    The parties shall communicate regarding sleep schedules, feeding schedules, and any special dietary or other considerations for the child. The non-residential or non-custodial parents shall follow these schedules and considerations so as to make the transition between homes as seamless as possible for the infant child.

MODEL PARENTING TIME SCHEDULE
FRANKLIN COUNTY COMMON PLEAS COURT
DOMESTIC AND JUVENILE DIVISIONS

FOR PARENTS TRAVELING OVER 90 MILES ONE WAY

This schedule is merely a guideline for parenting time. It is the parties' responsibility to tailor this schedule as necessary to meet the best interests of their children and their situation before the schedule becomes a court order.

Liberal parenting time arrangements are encouraged, as contact with both parents is important to the children. Specific items in the Journal Entry take precedence over this schedule. Changes or modifications can be made by the Court if need for such is shown. This schedule does not affect support payments.

Activities you engage in with your children, skills you teach them, or friends you help them make will make their time with you more rewarding. Additionally, regardless of how much time each parent spends with the children, there are many opportunities to be involved in their lives, such as participation and attendance at their school, sporting and extracurricular activities.

PARENTING TIME BETWEEN THE CHILDREN AND THE NON-RESIDENTIAL PARENT SHALL TAKE PLACE AT SUCH TIMES AND PLACES AS THE PARTIES MAY AGREE, BUT WILL NOT BE LESS THAN:

1. Pre-School Age: Unless otherwise agreed, pre-School age children shall follow the same schedule as school age children in the school district where they live, whether or not a school age child resides in the family. Frequent contact with both parents is recommended for very young children.

2. Winter Break: Winter Break will be divided in half and alternated annually, by half, between the parents.

3. Spring Break: The non-residential parent shall be entitled to the entire school vacation (the day school is out to the day before school recommences) in odd-numbered years.

4. Summer: Each parent shall be entitled to one half of the school summer vacation. Summer school necessary for the child(ren) to pass to the next grade must be attended. The residential parent shall notify the non-residential parent by March 15 of when the summer vacation begins and ends. The non-residential parent must notify the residential parent as to their intentions by April 15.

    a. If the parties cannot agree which half of the summer they prefer, in the even-numbered years, the first half of the summer shall be spent at the home of the non-residential parent, and in the odd-numbered years, the second half.

    b. A general itinerary should be provided either parent if more than 2 days will be spent away from either home when the children are in that parent's care.

5. Vacations: Each parent may arrange an uninterrupted vacation of not more than two weeks with the children. If this includes a trip away from home a general itinerary of the vacation shall be provided for the other parent, including dates, locations, addresses, and telephone numbers.

6. Additional Parenting time:

a. Weekend: A once-a-month, weekend visit to the non-residential parent's home shall be permitted if the child's traveling time does not exceed THREE AND ONE HALF HOURS, one way. The residential parent must be notified at least one week in advance. THE NONRESIDENTIAL PARENT SHALL PROVIDE THE TRANSPORTATION FOR WEEKEND PARENTING TIME.

b. Father's Day and Mother's Day should always be spent with the appropriate parent.

c. The non-residential parent shall notify the residential parent as least two days in advance of any time the non-residential parent will be in the area and wants parenting time. Absent extraordinary circumstances, this parenting time shall occur.

d. The residential parent shall notify the non-residential parent at least two days in advance when the residential parent and child(ren) will be in the area of the non-residential parent, and parenting time must be allowed.

7. Telephone Access:

a. Children can call either parent as often as they wish, at reasonable times, so long as the call is collect if it is a long distance call.

b. In addition, the non-possessory parent shall be entitled to telephone communication with the children not less than three times per week for not less than 15 minutes per call.

c. Possessory parent shall not interfere with or stop telephone communication.

8. Transportation: Responsibility for transportation costs should be decided in advance and a plan written into an Order of the Court. The costs of transportation, in the appropriate case, may be a basis for deviation from the child support schedule. Parties shall also decide and provide in the plan where the child(ren) shall be picked up and dropped off.

9. Moving: Upon either parent learning or determining, whichever first occurs, that he/she will be moving, he/she will immediately notify the other parent and provide the other parent with the moving date, new residence address and telephone number, and such other pertinent information necessary to effectuate a smooth move for the children. The parents shall attempt, in good faith, to renegotiate an appropriate and beneficial new parenting time schedule.

10. Current Address and Telephone Number: Except as provided in the court order, each parent shall keep the other informed of his/her current address and telephone number at all times.

Emergency Contact: Both parents shall at all times, regardless of whether the children are with him/her, provide the other parent with a telephone number for contact in the event of an emergency.

11. Car Seat: For any and all children required by law to ride in a car seat, the parents shall transfer the car seat with the child as parenting time exchanges occur.

12. Clothing: The parents shall cooperate in the exchange of the children's clothing prior to and following parenting time.

(Effective January 1, 2015)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
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.