

Date \_\_\_\_\_

Vendor Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Subject: Request for Quotation: Admin- 20983

Dear \_\_\_\_\_:

The Ohio Department of Health (ODH) is soliciting quotations for professional services to develop an indirect cost rate proposal based on State Fiscal Year 2013 actual costs under the guidelines contained in OMB Circular A-87, the General Requisitions contained in the U.S. Department of Health and Human Services Publication OASC-10, Title 34 of the Code of Federal Regulations, and any other applicable federal cost principles.

A description of the deliverables required and the submission instructions are included in this request for quotes (RFQ). Interested parties must submit a written response on provision of the required services specified in this request for quotes. After determining whether a bidder is qualified, any resultant contract will be awarded to the lowest responsive and responsible bidder.

ODH is requesting that the bidder provide two separate quotations for the development of:

Option A: An indirect cost rate proposal that allocates costs to ODH programs using a payroll (direct salaries and wages including all fringe benefits) rate. The plan would include an unrestricted rate and one restricted rate. The restricted rate would be for allocating costs to one federal grant (the Infants and Toddlers with Disabilities Grant under Part C of IDEA, which uses a U.S. Department of Education methodology as defined by 34 CFR 75.563 and 76.563.

Option B: An indirect cost rate proposal that allocates costs to programs using an alternative methodology, which could include divisional rates or an MTDC rate.

Notice: This RFQ is not an offer or a contract. Bidder's written response to this RFQ offering shall be considered as a formal offer to provide the services requested in this RFQ.

### Services Required and Deliverables

ODH is seeking price quotations from qualified bidders for the development of indirect cost allocations plan for Option A above and one for Option B. Providing a quote for Option B is optional, however, you must provide a quote for Option A to be considered for this bid.

1. An indirect cost rate proposal based on State Fiscal Year 2013 actual costs under the guidelines contained in OMB Circular A-87, the General Requisitions contained in the U.S. Department of Health and Human Services Publication OASC-10, Title 34 of the Code of Federal Regulations, and any other applicable federal cost principles. The proposal is due to the U.S. Department of Health and Human Services by December 31, 2013; and
2. The successful bidder shall successfully negotiate the predetermined State Fiscal Year 2015 indirect cost rate proposal with the U.S. Department of Health and Human Services.
3. The successful bidder shall provide consultation as required for audit issues, special grants, or unique circumstances resulting from the use of cost recovery rates.

Furnish own support staff and services as necessary for the satisfactory performance of the work described above.

### Minimum Requirements

Qualified bidders are:

Knowledgeable of OMB Circular A-87, General Regulations contained in the U.S. Department of Health and Human Services Publication OASC-10, Title 34 of the Code of Federal Regulations (76.560-569), and any other applicable federal cost principles.

Firms or organizations with at least three years experience in preparing indirect cost rate proposals for a state agency. Bidder shall provide at least one reference from a state agency where bidder prepared an indirect cost rate proposal.

### Submission Instructions

Bid proposals must be received at the Ohio Department of Health no later than 4:00 pm. Eastern Standard Time, October 22, 2013. Bid proposals must be submitted in a sealed envelope to:

Ohio Department of Health  
Office of Financial Affairs  
Attn: Paul Maragos  
Contract Unit  
246 North High Street, 4th Floor  
Columbus, Ohio 43215

Each bidder must submit two complete and signed copies of its bid proposal with cover letter on company letterhead. Responses to the request for quotes must include the following:

- (1) A short narrative describing the individual/organization's capability to conduct the required activities as outlined in the deliverables above. A short narrative describing how the bidder meets the minimum requirements listed above.
- (2) Bid outlining the cost of the work is required for Option A and Option B (if you choose to bid on Option B).

Include a cost budget and budget narrative/justification. The successful bidder will be paid for activities/deliverables achieved. The successful bidder is responsible for all travel and other related expenses incurred while carrying out the activities. There will be no separate reimbursement for travel under any resultant contract.

A. Required Forms and Statements

- a) The successful bidder shall be required to execute a contract within thirty (30) days after the notified of selection. Failure of the successful bidder to execute a contract with ODH within this time-frame shall be grounds for ODH to cancel the award of the contract to the selected bidder, select another bidder, and/or re-open the bidding process.
- b) A certification by the Bidder that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative and that such documents shall be produced upon request by ODH.
- c) Bidder shall include a statement that it does not take exception to the terms of the proposed contract. If the Bidder does take an exception, any exceptions must be included in the Bidders proposal. Note: Taking exception to the terms of the contract or RFP may be grounds for eliminating the Bidder from consideration for award of a contract.
- d) IRS Form W-9 request for Taxpayer Identification Number and Certification – Enclosed is IRS Form W-9 (Attachment B). Please complete all applicable sections of the document including taxpayer type, a valid tax identification number, and your signature. The information you provide must match how you

are registered with the IRS. Should you require additional assistance in completing the W-9 form, please contact the IRS at 1-800-829-1040.

- e) Vendor Information Form (Attachment C) (OBM-3456-(rev. 5/2007)- Please complete the Vendor Information Form in order to assure an accurate, up-to-date record of company information. Please verify all fields are complete. Additionally, verify that information contained on the Form W-9 matches that provided on the Vendor Information Form. Specifically, legal business name, taxpayer ID# (TIN), business type/business entity and address.

Please note that all materials submitted in response to this request will be the property of the State and may be returned only at the State's option. All materials received will be public information and will be open to public inspection upon award and execution of the contract.

All questions must be submitted by 8:00 pm on October 10, 2013. Answers to the questions will be posted to the DAS website: <http://procure.ohio.gov/proc/searchProcOpps.asp> by October 14, 2013. In order to submit and see responses to questions, you need to search for the procurement number for this item, which is DOH-Admin20983. Telephone inquiries will not be accepted.

#### Certifications

- A. The successful bidder will be required to certify as terms of the contract that:
1. The bidder nor any officer, member or employee has any interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under any resultant contract.
  2. Neither the bidder nor any officer, member or employee of the bidder shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
  3. The bidder shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The bidder shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the R.C.

4. The bidder hereby covenants that the bidder and any officer, member or employee of the bidder or bidders are in compliance with section 102.04 of the ORC and that if the offeror or offerors is required to file a statement pursuant to section 102.04(D)(2) of the R.C., such statement has been filed with the ODH General Counsel in addition to any other required filings.
  5. The bidder hereby certifies compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the R.C.
  6. The bidder hereby certifies and affirms that, as applicable to the bidder, no party listed in Division (I) or (J) of section 3517.13 of the ORC or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the Governor or to his campaign committees. If it is determined that the bidder's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, the bidder bidders shall return to ODH all monies paid to the offeror or offerors under this contract. The provisions of this section shall survive the expiration or termination of this contract.
  7. The bidder affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under section 9.24 of the R.C. or that it has taken the appropriate remedial steps required under section 9.24 of the R.C. or otherwise qualifies under that section. The bidder further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to section 125.25 of the R.C. and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. The bidder agrees that if this representation and warranty is deemed false, the contract will be void ab initio as between the parties to this contract, and any funds paid by ODH or fees received from third parties hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
  8. The bidder affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract. The bidder also affirms, understands, and agrees to immediately notify the State (ODH) of any change or shift in the location(s) of services performed by the bidder or its subcontractors under this contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
- B. The successful bidder will be required to complete an Affirmative Action Plan in accordance with R.C. 125.111.

## General Provisions

- A. ODH is under no obligation to pay any costs incurred in the preparation of quotation submissions.
- B. ODH reserves the right to reject any and all offers where the Bidder fails to meet the terms and conditions of the RFQ, including, but not limited to, standards, specifications, and requirements, or where the response to the RFQ contains significant inconsistencies and/or inaccuracies.
- C. ODH reserves the right to reject, in whole or in part, all offers, where ODH, taking into consideration factors including, but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of ODH or the state.
- D. ODH may cancel and/or re-issue the RFQ, in whole or in part, when the services offered are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFQ, or pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of ODH, or it is determined that award of a contract would not be in the best interests of ODH and/or the state.
- E. ODH reserves the right to waive minor defects and to provide bidders with the opportunity to correct material defects when no prejudice to the rights of other bidders or to the public will result. Bidders shall be afforded fair and equal treatment regarding any clarification and/or correction.
- F. ODH reserves the right to amend or withdraw the RFQ any time prior to the award of a contract. The Bidder may withdraw a response to the RFQ any time prior to the award of a contract.
- G. All products which result from the proposed contractual agreement will be the sole property of ODH.
- H. All bids will be considered firm and in the event a contract ensues as a result of this solicitation, the bidder selected will be required to fulfill the contractual obligations at the amount quoted in the cost proposal.
- I. In the event a contract ensues as a result of this solicitation, the bidder selected will be required to sign a statement protecting the confidentiality of all individuals served.
- J. Pursuant to Section 149.43 of the Ohio Revised Code, the proposal may be considered a public record and be released upon request but not before the closing and evaluation of bids pursuant to Section 125.071(C) of the Ohio Revised Code.

K. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to the successful Bidder concerning the performance of the work described in the RFQ and/or the contract. Upon such notice and within ten (10) days after receipt of instructions, the successful Bidder shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by ODH and the successful Bidder that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in the RFQ and/or contract or any part thereof. All such instructions and requests shall be communicated to the successful Bidder by ODH's designated representative.

L. ODH reserves the right not to award a contract under this RFQ. ODH reserves the right to award multiple contracts under this RFQ.

Sincerely,

Paul N. Maragos  
Chief, Procurement Services  
Office of Financial Affairs

## 12 – Attachments



1.03 Contract Funding.

“Contract Funding Source” (in whole or in part)	Provide name of Grant or indicate "G"	
“Total Contract Amount”	(Not to exceed)	\$ .00
State FY 204 Funding	(Not to exceed)	\$ .00
State FY 205 Funding	(Not to exceed)	\$ .00
State FY 206 Funding	(Not to exceed)	\$ .00
State FY 207 Funding	(Not to exceed)	\$ .00
Grant Award Number		
CFDA Number		
Invoicing		
ODH Program		
Ohio Statute Authorizing Administration of the Program	R.C.	

1.04 ODH Contract Management:

ODH “Contract Manager”		
Title		
Address		
Address		
Telephone		
Fax		
Email		

1.05 ATTACHMENTS to this Contract:

ATTACHMENT 1.06	“Scope of Work, Deliverables, and Compensation”
ATTACHMENT 2.13	Executive Order 2011-12K, “Governing the Expenditure of Public Funds for Offshore Services”
ATTACHMENT 2.04.01	“Notice of Intent to Renew and ODH Acceptance of Contract Renewal” (Note: For use if an “Extended” Contract Period is indicated in Section 1.02)
ATTACHMENT A	“Insert Title of Attachment referenced in Attachment 1.06 ‘Scope of Work, Deliverables, and Compensation’”
ATTACHMENT B	“Insert Title of Attachment referenced in Attachment 1.06 ‘Scope of Work, Deliverables, and Compensation’”
ATTACHMENT C	“Insert Title of Attachment referenced in Attachment 1.06 ‘Scope of Work, Deliverables, and Compensation’”
ATTACHMENT D	“Insert Title of Attachment referenced in Attachment 1.06 ‘Scope of Work, Deliverables, and Compensation’”
ATTACHMENT E	“Insert Title of Attachment referenced in Attachment 1.06 ‘Scope of Work, Deliverables, and Compensation’”

ATTACHMENT F	[“Insert Title of Attachment referenced in Attachment 1.06 ‘Scope of Work, Deliverables, and Compensation’”]
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1.06

Scope of Work and Deliverables	Due Date	Compensation
See ATTACHMENT 1.06, which is incorporated by reference as if fully rewritten herein.		

SECTION 2. CONTRACT TERMS and CONDITIONS Immediately Follows this Page.

## SECTION 2. CONTRACT TERMS and CONDITIONS

2.01 In consideration of the mutual promises expressed in this Contract and intending to be legally bound, CONTRACTOR agrees to perform, and ODH agrees to pay CONTRACTOR, in accordance with the terms of this Contract.

2.02 Purpose of Contract. CONTRACTOR will provide ODH goods or services in accordance with the terms of this Contract.

2.03 Scope of Work, Deliverables, and Compensation. CONTRACTOR shall provide work, services, products and deliverables in the time and manner and for the compensation specified in section 1.06 and by ATTACHMENT specified or incorporated into section 1.06.

2.03.01 In consideration of the Scope of Work and Deliverables specified in section 1.06, ODH agrees to pay the Compensation set forth for each Deliverable specified in section 1.06 for a total Compensation for all work specified in the Scope of Work and for all specified Deliverables in an amount not to exceed the Total Contract Amount.

2.03.02 The Total Contract Amount includes the cost for all services, travel, or any other expenses that CONTRACTOR may incur as a result of CONTRACTOR's performance of this Contract. In the event that Section 1.06 specifically allows ODH to reimburse CONTRACTOR for travel and other related expenses, ODH will reimburse CONTRACTOR for those expenses in accordance with this section. Travel and travel-related expenses must be approved by Contract Manager in advance of travel and may not exceed the amounts specified for the State Fiscal Year. CONTRACTOR may invoice ODH for reimbursement of travel and travel-related expenses no later than thirty days after the travel occurs. CONTRACTOR must invoice travel invoices separate from invoices for services and work. Reimbursement for authorized travel and other related expenses shall be limited to actual and necessary expenses as specified in R.C. 126.31 and R.C. 126.32 and the provisions of OAG 11-026. CONTRACTOR shall not submit claims for expenses which do not meet the requirements specified. CONTRACTOR shall submit all claims/travel invoices to the Contract Manager for approval prior to submitting a claim for reimbursement. ODH will not reimburse CONTRACTOR for any other expenses except as specifically provided in this Contract. For the purpose of determining allowable travel expenses, CONTRACTOR's headquarters shall be Franklin County, Ohio.

2.03.03 CONTRACTOR shall monitor the work under this Contract and shall not accept an assignment under this Contract if it will cause or is reasonably likely to cause the Compensation specified in section 1.06 to exceed the Total Contract Amount for the Contract Period.

2.03.04 CONTRACTOR waives the interest provisions of R.C. 126.30.

2.03.05 Subject to the provisions of R.C. 126.07 and R.C. 131.33, which shall at all times govern this Contract, ODH represents that it intends to maintain this Contract for the full Contract Period set forth in this Contract and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Contract Period.

2.03.06 CONTRACTOR understands and agrees that the availability of necessary funds for this Contract is contingent on appropriations made by the Ohio General Assembly and, if applicable, and not solely funded by the Ohio General Assembly, another Contract Funding Source. If the Ohio General Assembly or other Contract Funding Source fails at any time to continue funding ODH the Compensation specified in this Contract, this Contract is terminated as of the date funding expires without the obligation of ODH, State of Ohio, or any other Contract Funding Source.

2.03.07 ODH will not compensate CONTRACTOR for any work performed prior to receipt of written notification from the ODH Contract Manager that the requirements of R.C. 126.07 and, if applicable, R.C. 127.16 have been met. ODH will not compensate CONTRACTOR for any work performed after the Contract Ending Date, or Extended Contract Ending Date, as applicable.

2.03.08 Invoices. CONTRACTOR shall invoice ODH in accordance with Section 1.06, or Attachment 1.06, if applicable, for work or services CONTRACTOR provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216 0118. ODH will reimburse CONTRACTOR within forty-five (45) days of receipt of a valid invoice for the amount of payment due. ODH shall return any invalid or incomplete invoice to CONTRACTOR within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Contract shall be submitted by CONTRACTOR no later than thirty (30) days after the end of the Contract Period.

2.03.09 CONTRACTOR shall furnish its own support staff and services as necessary for satisfactory performance of this Contract. Unless otherwise specified in this Contract, ODH will not provide any staff, services, or material to CONTRACTOR for the purpose of assisting CONTRACTOR's performance.

2.03.10 ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to CONTRACTOR concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, CONTRACTOR shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Contract and are not intended to amend or alter this Contract or any part thereof. The Contract Manager will communicate all such instructions and requests to CONTRACTOR.

2.03.11 ATTACHMENTS specified in section 1.05 of this Contract are made a part of, and are incorporated as terms and conditions of this Contract. In the event of a conflict of terms, the terms of the specified ATTACHMENT to this Contract shall take precedence over any conflicting terms appearing in this Contract.

## 2.04 Time of Performance.

2.04.01 Contract Period; Extension or Renewal. Upon approval by the Director of ODH, if required, the Controlling Board, this Contract shall be effective on the 'Contract Beginning Date' specified in section 1.02 of this Contract and will remain effective until the 'Contract Ending Date' specified in that section, unless this Contract allows the Contract Period to be renewed or extended. In the event that section 1.02 of this Contract specifies that this Contract may be renewed or extended at the end of each biennium ending on June 30 of each year ending in an odd number, e.g. June 30, 2013, then this Contract will terminate on the last day of that biennium. At that time, ODH may unilaterally renew or extend the Contract termination date to the 'Extended Contract Ending Date' specified in section 1.02, if one is specified. If authorized by section 1.02 and if ATTACHMENT 2.04.01 is included in this Contract, CONTRACTOR may request that ODH consider the extension or renewal of this Contract by sending ODH the "Notice of Intent to Renew and ODH Acceptance of Contract Renewal" in accordance with the terms of that ATTACHMENT.

2.04.02 Pursuant to R.C. 126.07, this Contract is not valid nor enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, in an amount at least equal to the current fiscal year funding specified for each fiscal year that comprises the "Total Contract Amount. CONTRACTOR shall not perform nor charge ODH for any work performed by CONTRACTOR in the time period prior to receiving written notification from the Contract Manager that the requirements of R.C. 126.07 and, if applicable, R.C. 127.16 have been met. CONTRACTOR shall neither perform work nor submit an invoice for payment for any Contract performance after the Contract Ending Date, or if the Contract is extended, the Extended Contract Ending Date.

2.05 Independent Contractor. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract. Inasmuch as ODH

interested in CONTRACTOR's end product. ODH does not control the manner in which CONTRACTOR performs this Contract. ODH is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code (R.C.), respectively. In addition, CONTRACTOR assumes responsibility for tax liabilities that result from compensation paid to CONTRACTOR by ODH. ODH will report any payment made under this Contract to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Contract shall be construed as entitling CONTRACTOR to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH to become a member of the Public Employees Retirement System (R.C. Chapter 145.)

## 2.06 Conflict of Interest and Ethics Laws.

2.06.01 Neither CONTRACTOR nor any officer, member or employee of CONTRACTOR shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

2.06.02 CONTRACTOR hereby covenants that CONTRACTOR and any officer, member, or employee of CONTRACTOR, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Contract.

2.06.03 CONTRACTOR shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. CONTRACTOR shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate R.C. 102.03 to 102.04 or R.C. 2921.42.

2.06.04 CONTRACTOR hereby covenants that CONTRACTOR and any officer, member or employee of CONTRACTOR are in compliance with section R.C. 102.04 and that if CONTRACTOR is required to file a statement pursuant to R.C. 102.04(D)(2), such statement has been filed with the General Counsel in addition to any other required filings.

2.06.05 CONTRACTOR hereby certifies compliance with the executive agency lobbying requirements of R.C. 121.60 to 121.69.

2.06.06 CONTRACTOR hereby certifies and affirms that, as applicable to CONTRACTOR or party listed in Division (I) or (J) of R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the Governor or to his campaign committees. If it is determined that CONTRACTOR's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, CONTRACTOR shall return to ODH all monies paid to CONTRACTOR under this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

## 2.07 Nondiscrimination and Equal Employment Opportunity.

2.07.01 In carrying out this Contract CONTRACTOR shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination as those laws may be amended from time to time, including but not limited to the following:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-552) which prohibits discrimination on the basis of race, color or national origin; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see [www.lep.gov](http://www.lep.gov)), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;

- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
- e. If grant funding is from the U.S. Department of Justice, comply with 28 C.F.R. pt. 54 (nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), 28 C.F.R. pt. 38 (Equal Treatment for Faith-Based Organizations, and Ex. Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and
- f. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.

2.07.02 CONTRACTOR hereby certifies that CONTRACTOR has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services. CONTRACTOR shall incorporate the foregoing State of Ohio and Federal laws relating to nondiscrimination in all of its contracts for performance of any of the work prescribed in this contract, and shall require all of its subcontractors to incorporate these requirements in all subcontracts for such work.

2.08 "Sweatshop Free" Certification. CONTRACTOR hereby certifies that all facilities used for the production of supplies or performance of services offered in this Contract is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by CONTRACTOR in furnishing the supplies or services pursuant to this Contract. If it is determined that CONTRACTOR's certification of this requirement is false or misleading, then CONTRACTOR understands that it shall be grounds for the termination of this Contract and may result in the loss of other contracts or grants with the State of Ohio.

2.09 Records, Documents and Information. All records, documents, writings or other information produced or used by CONTRACTOR in the performance of this Contract shall be treated according to the following terms:

2.09.01 All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by CONTRACTOR. Where there is a question as to whether information is public or private, ODH shall make the final determination. CONTRACTOR shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. CONTRACTOR agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. The terms of this section shall be included in any subcontracts executed by CONTRACTOR for work under this Contract.

2.09.02 All proprietary information of CONTRACTOR shall be held to be strictly confidential by ODH. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in the market place and trade of which CONTRACTOR is a part. CONTRACTOR is responsible for notifying ODH of the nature of the information prior to its release. ODH reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information to be provided.

2.09.03 All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by CONTRACTOR shall be retained and made available by CONTRACTOR for audit by the

State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Contract. If an audit, litigation, or other action is initiated during this time period, CONTRACTOR shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

2.10 Disclosure of Personal Health Information. CONTRACTOR hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Contract or as required by law. CONTRACTOR will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Contract. CONTRACTOR shall comply with 45 C.F.R. 164.504(e)(2)(ii). CONTRACTOR shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Contract. CONTRACTOR hereby agrees that anytime information is provided or made available to any subcontractor or agent, CONTRACTOR must enter into a subcontract with the subcontractor or agent that contains the terms, conditions, and restrictions on the use and disclosure of information as contained in this Contract. CONTRACTOR must obtain ODH approval prior to entering into such agreements. Further, CONTRACTOR agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of CONTRACTOR's obligations under this Contract.

2.11 Suspension and Termination. ODH may suspend or terminate this Contract for any reason thirty (30) days after delivery of written notice to CONTRACTOR. ODH may suspend or terminate this Contract immediately after delivery of written notice to CONTRACTOR if ODH discovers any illegal conduct on the part of CONTRACTOR; discovers a violation of section 2.06 of this Contract regarding Conflict of Interest and Ethics Laws or section 2.05 regarding a Drug Free Workplace; subject to a loss of funding as specified in section 2.03.06; discovers that CONTRACTOR or any of its subcontractors has performed any services under this Contract outside the United States and is not in compliance with section 2.13 regarding Executive Order 20112K "Governing the Expenditure of Public Funds for Offshore Services"; or discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against CONTRACTOR. If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against CONTRACTOR, CONTRACTOR shall immediately notify ODH of the filing.

2.11.01 Contractor to Cease Work and Other Contract Activities. CONTRACTOR, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require.

2.11.02 Determining Compensation after Contract Suspension or Termination. In the event of suspension or termination under this Contract, CONTRACTOR shall be entitled to compensation upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the compensation rate set forth in section 2.03.01, less any funds previously paid by or on behalf of ODH. In the case of services for which CONTRACTOR's compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by ODH, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by CONTRACTOR shall not exceed the total amount of compensation allowed by this Contract.

2.12 Breach or Default.

2.12.01 Upon breach or default by CONTRACTOR of any of the provisions, obligations or duties provided for in this Contract, ODH may exercise all administrative, contractual, equitable or legal remedies

available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Contract.

2.12.02 If ODH or CONTRACTOR fail to perform an obligation or obligations under this Contract and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Contract Manager may agree in writing to non-substantial changes to section 1.06, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.

2.12.03 A breach or default based upon CONTRACTOR's failure to comply with section 2.13 Offshore Outsourcing is subject to that section with regard to Contract termination, sanctions, and damages.

2.13 Offshore Outsourcing and Executive Order 2011-12K. CONTRACTOR affirms to have read and understands Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" (see ATTACHMENT 2.13 ) and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. CONTRACTOR affirms, understands, and agrees to immediately notify ODH of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract and no services shall be changed or shifted to a location(s) that is outside of the United States.

2.13.01 Termination, Sanction, Damages. If CONTRACTOR or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. ODH is not obligated to pay and shall not pay for such services. If CONTRACTOR or any of its subcontractors perform any such services, CONTRACTOR shall immediately return to ODH all funds paid for those services. ODH may also recover from CONTRACTOR all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of CONTRACTOR performing services outside the United States.

2.13.011 ODH may, at any time after the breach, terminate the Contract, upon written notice to CONTRACTOR. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

2.13.012 If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Contract.

2.13.013 ODH, in its sole discretion, may provide written notice to CONTRACTOR of a breach and permit CONTRACTOR to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period ODH may buy substitute services from a third party and recover from CONTRACTOR any costs associated with acquiring those substitute services.

2.13.014 Notwithstanding the ODH permitting a period of time to cure the breach or CONTRACTOR's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Contract, including but not limited to recovery of funds paid for services CONTRACTOR performed outside of the United States, costs associated with corrective action, or liquidated damages.

2.14 Assignment. CONTRACTOR will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by ODH.

2.15 Drug Free Workplace. CONTRACTOR shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. CONTRACTOR shall make a good faith effort to ensure that all employees of CONTRACTOR do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

2.16 Good Standing.

2.16.01 CONTRACTOR affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. CONTRACTOR further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R.180.110. CONTRACTOR agrees that if this representation and warranty is deemed false, the Contract will be void ab initio as between the Parties to this Contract, and any funds paid by ODH under shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.

2.16.02 CONTRACTOR certifies that CONTRACTOR is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period CONTRACTOR is federally debarred from participating in government contracts funded by federal money, for whatever reason, CONTRACTOR shall immediately notify ODH of the debarment.

2.16.03 CONTRACTOR certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period CONTRACTOR becomes disqualified from conducting business in Ohio, for whatever reason, CONTRACTOR shall immediately notify ODH of the disqualification.

2.17 Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Contract may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. Any written amendments to this Contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

2.18 Limitation of Liability. CONTRACTOR agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Contract, and nothing in this Contract shall be interpreted or construed to place any responsibility for professional acts or omissions on ODH and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Contract, and nothing in this Contract shall be interpreted or construed to place any such responsibility on the CONTRACTOR. ODH's liability for damages, whether in contract or in tort, shall not exceed the Total Contract Amount or the amount of direct damages incurred by CONTRACTOR, whichever is less, and is the CONTRACTOR's sole and exclusive remedy for ODH's failure to perform its obligations under this Contract. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

2.19 Insurance. CONTRACTOR will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. CONTRACTOR will also provide for its employees performing work under this Contract employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury coverage.

2.20 Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Contract, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by CONTRACTOR. CONTRACTOR shall not obtain copyright, patent, or other proprietary protection for

the Deliverables. CONTRACTOR shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

2.21

Construction. This Contract is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Contract. If any portion of this Contract is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Contract.

Remainder of Page is Intentionally Left Blank. Signature Page Immediately Follows.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Contract

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer or Authorized Representative and Title  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Theodore E. Wymyslo, M.D., Director of Health  
Ohio Department of Health

Remainder of Page Immediately Following Signatures is Intentionally Left Blank.  
ATTACHMENT 1.06 Immediately Follows this Page.

	Scope of Work and Deliverables * (Due Date and Compensation only noted if Applicable or Required)	Due Date*	Compensation*
	During the Contract Period, CONTRACTOR agrees to the following:		
1.	As necessary or directed from time to time, report to ODH's Contract Manager and consult with Contract Manager as necessary to assure mutual understanding of work to be performed and the satisfactory completion of that work.		
2.	CONTRACTOR will provide a speaker, trainer, or other individual as may be required to perform the work identified in this Contract that possesses the requisite experience, skill, education, license or certifications, or any other relevant competencies that may be reasonably necessary and expected to perform the Scope of Work and Deliverables specified in this Contract		
3.	This is a fixed price Contract. ODH will compensate CONTRACTOR upon the successful completion of each deliverable, in accordance with Section 2.03 of this Contract. The Total Contract Amount includes the cost for all services, travel, or any other expenses that CONTRACTOR may incur as a result of CONTRACTOR's performance of this Contract.		
4.	[[ ]]	[[ ]]	[[ ]]
5.	[[ ]]	[[ ]]	[[ ]]
6.	[[ ]]	[[ ]]	[[ ]]
7.	[[ ]]	[[ ]]	[[ ]]
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21.	[[	[[	[[

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ATTACHMENT 2.04.01  
Notice of Request to Extend or Renew Contract and ODH Acceptance

In accordance with the terms of the attached Contract between CONTRACTOR and ODH, CONTRACTOR hereby requests that ODH extend or renew the attached Contract with a Contract Ending Date of \_\_\_\_\_, for an additional term with an Extended Contract Beginning Date of \_\_\_\_\_ and an Extended Contract Ending Date of \_\_\_\_\_, subject to the terms and conditions of the attached Contract. CONTRACTOR understands that this "Notice of Request to Extend or Renew and ODH Acceptance" must be signed, dated, and provided to ODH in sufficient time, but no fewer than thirty days prior to the Contract Ending Date to allow ODH to accept this extension or renewal prior to the expiration of the attached Contract.

CONTRACTOR agrees to extend the Contract Ending Date to the Extended Contract Ending Date of the attached Contract and understands that the remaining Contract terms will be renewed upon the same terms and conditions as currently provided in the Contract, and that the extension of the Contract Ending Date is solely for the following purpose:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative, Title  
CONTRACTOR

Acceptance of Request to Extend or Renew Contract

ODH agrees to extend and renew the attached Contract with a Contract Ending Date of \_\_\_\_\_, for an additional term with an Extended Contract Beginning Date of \_\_\_\_\_ and an Extended Contract Ending Date as set forth above, under and subject to the same terms and conditions of the attached Contract, and with no additional funding than already specified in section 2.03 of the Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Theodore E. Wymyslo, M.D.  
Director of Health, ODH

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
or
Employer identification number

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ©	Date ©
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## General Instructions

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

### Purpose of Form

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

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

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

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

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

- c An individual who is a U.S. citizen or U.S. resident alien,
- c A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- c An estate (other than a foreign estate), or
- c 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:

- c The U.S. owner of a disregarded entity and not the entity,

c The U.S. grantor or other owner of a grantor trust and not the trust, and

c The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see Special rules for partnerships on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

If for a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

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

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

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

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. <sup>9</sup>Other payments<sup>9</sup> 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.

## 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:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or <sup>9</sup>DBA<sup>9</sup> name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

**Note.** 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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



# VENDOR INFORMATION FORM

All parts of the form must be completed by the vendor . Incomplete forms will be returned . The information must be legible.  
 Ensure this is the latest version of the form at [www.ohiosharedservices.ohio.gov](http://www.ohiosharedservices.ohio.gov) .

**SECTION 1 ±PLEASE SPECIFY TYPE OF ACTION**

- NEW (W-9 OR W-8ECI FORM ATTACHED)     CHANGE OF CONTACT PERSON/INFORMATON
- ADDITIONAL ADDRESS ±(A COPY OF AN INVOICE OR A LETTER INCLUDING THE ADDRESS IS REQUIRED)
- CHANGE OF ADDRESS ±(PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER)

ADDRESS TO BE REPLACED:

- CHANGE OF TIN (W-9 & LETTER OF CLARIF ICATION OF CHANGE, WHICH INCLUDES NEW & OLD TIN IS REQUIRED)
- CHANGE OF NAME (W-9 & LETTER OF CLARIF ICATION OF CHANGE, MUST INCLUDES NEW & OLD NAME IS REQUIRED)
- CHANGE OF PAY TERMS     CHANGE OF PO DISPATCH METHOD     OTHER\_\_\_\_\_

**SECTION 2 ±PLEASE PROVIDE VENDOR INFORMATION**

LEGAL BUSINESS OR INDIVIDUAL NAME: (MUST MATCH W-9 OR W-8ECI FORM)

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

FEDERAL EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (SSN):

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**SECTION 3 ±PLEASE PROVIDE COMPLETE ADDRESS**

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

**SECTION 4 ±ADDITIONAL ADDRESS (IF MORE THAN 2 ADDRESSES, PLEASE INCLUDE A SEPARATE SHEET)**

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

<b>SECTION 5 ±CONTACT INFORMATION &amp; PERSON TO RECEIVE PURCHASE ORDER</b>		
NAME:		
WEBSITE:		
PHONE:	FAX:	EMAIL:
PREFERRED METHOD OF BEING CONTACTED: (CHECK ONE) <input type="checkbox"/> PHONE <input type="checkbox"/> EMAIL		
<b>SECTION 6 ±INDIVIDUAL TO RECEIVE EMAIL NOTICE OF BID EVENTS - A USER ID &amp; PASSWORD WILL BE SENT TO THE EMAIL ADDRESS BE LOW</b>		
NAME:		
EMAIL:		PHONE:
TO ADD AN ADDITIONAL OR REPLACE A STRATEGIC SOURCING CONTACT PERSON		
<input type="checkbox"/> ADDITIONAL CONTACT PERSON <input type="checkbox"/> REPLACE CONTACT PERSON (WILL BE MARKED INAC TIVE)		
NAME:		
EMAIL:		PHONE:
<b>SECTION 7 ±PAYMENT TERMS (PLEASE CHECK ONE ±IF NONE IS SELECTED THEN NET 30 WILL APPLY)</b>		
<input type="checkbox"/> 2/10 NET 30 <input type="checkbox"/> NET 30 <input type="checkbox"/> NET 45 <input type="checkbox"/> NET 60 <input type="checkbox"/> NET 90		
<b>SECTION 8 ±PURCHASE ORDER DISTRIBUTION ±OTHER THAN USPS MAIL</b>		
EMAIL <u>OR</u> FAX:		
<b>SECTION 9 ±PLEASE SIGN &amp; DATE</b>		
PRINT NAME:		
SIGNATURE:      (DIGITAL SIGNATURES NOT ACCEPTED AT THIS TIME)		DATE:
<b>SECTION 10 ±STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)</b>		
AGENCY CONTACT NAME/EMAIL/PHONE:		

COMMENTS:

Note: This document contain s sensitive information. Sending via non -secure channels, including e -mail and fax can be a potential security risk.

<p><b>SUBMIT FORM TO:</b></p> <p>Mail:            Ohio Shared Services                   Attn: Vendor Maintenance                   P.O. Box 182880 Cols., OH 43218-2880</p> <p>Email :        <a href="mailto:vendor@ohio.gov">vendor@ohio.gov</a></p> <p>Fax:            1 (614) 485-1052</p>	<p><b>QUESTIONS? PLEASE CONTACT:</b></p> <p>Phone:        1 (877) OHIO - SS1 (1-877-644-6771)                   1 (614) 338-4781</p> <p>Website:     <a href="http://www.ohiosharedservices.ohio.gov/">www.ohiosharedservices.ohio.gov/</a></p> <p>Email:        <a href="mailto:vendor@ohio.gov">vendor@ohio.gov</a></p>
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STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 20112K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

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By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 20112K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Principal location of business of subcontractor(s)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or updated  
Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or updated  
subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or relocation of its services. The State has the right to immediately terminate the contract unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this is a part of any Contract that Contractor may enter into with the State and is incorporated therein

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STANDARD TERMS AND CONDITIONS  
EXECUTIVE ORDER 201412K  
Governing the Expenditure of Public Funds on Offshore Services

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The Contractor affirms to have read and understands Executive Order 2014 and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.