REQUEST FOR PROPOSALS (RFP)

RFP Number: DEV16OER01

The Ohio Development Services Agency, Office of Community Services (DSA), is requesting proposals for:

Request for Proposal Seeking
Companies Interested in Participating In
DSA's Energy Efficiency Program for Manufacturers/Non-Manufacturers (EEPM/EEPNM) Programs

RFP Issued:	Feb 3, 2016
Inquiry Period Begins:	*Feb 3, 2016*
Inquiry Period Ends:	*Feb 24, 2016*
Proposal Due Date:	*March 28, 2016 by 2:00 p.m.*

Submit Proposals via e-mail to:

Andy Shaw, Agency Procurement Officer
Ohio Development Services Agency
Budget & Finance Office
Procurement@development.ohio.gov
(614) 466-0419

This RFP consists of five parts and three attachments, totaling fifty five consecutively numbered pages. Please verify that you have a complete copy.

Please submit all inquiries about this RFP through the State Procurement web site at www.ohio.gov/procure. Please refer to Part Three of this RFP, "General Instructions", for instructions on submitting inquiries through the State Procurement web site. All responses to inquiries submitted by Proposers will be posted on the State Procurement website for viewing by all prospective Proposers.

Ohio | Development Services Agency

PART ONE: STRUCTURE OF THIS RFP

PARTS

Part One	Structure of this RFP
Part Two	Services Requested Information
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Contract Award

ATTACHMENTS

Appendix 1 – Executive Order 2011-12K

- Governing the Expenditure of Public Funds for Offshore Services

Appendix 2 – Standard Affirmation and Disclosure Form, Standard Terms and Conditions

- Standard Affirmation and Disclosure Form must be signed by an authorized official of Proposer's organization and must be included for any proposal to be scored

Appendix 3 – DSA's Standard Agreement for Services

- DSA's standard, or boilerplate, personal service contract document, including terms and conditions
- This sample document is provided only for convenience and the terms and conditions contained therein are subject to change without notice

Appendix 4 - Required Documentation

- Application Cover Sheet
- Supplier Information Form
- W-9 Form
- Direct Deposit Form
- EPA Form
- Financial Liability and Certification Form
- Ohio Bureau of Workers' Compensation (BWC) certificate
- Proof of registration to do business in Ohio with the Secretary of State

PART TWO: SERVICES REQUESTED INFORMATION

PURPOSE

The purpose of this document is to provide interested parties with information to prepare and submit a response to the Request for Proposals (RFP) for assisting the DSA with the implementation of the (EEPM/EEPNM), programs funded by the Department of Energy's annual State Energy Program award to Ohio. The State of Ohio, as represented by the DSA , intends to use the results of this RFP to select qualified grantees (hereinafter referred to as "facilitators") to provide various energy audit, energy efficiency engineering, and other related services as required by the DSA.

Funding for the EEPN/EEPNM and various services in Program year 2016 (10/1/15-9/30/16) is approximately $800,000 ($362,500-EEPM, $437,500 EEPNM) and will be allocated to four or more successful facilitators on the basis of previous historical expenditures, geographical distribution, market segment expertise of the facilitator, clients of the facilitator with current interest supported by the EEPM or EEPNM, market segments targeted by the DSA, and selected programmatic activities and other methodologies as determined by the DSA.

BACKGROUND

The DSA works to grow the economy of the state by connecting companies and communities to financial and technical resources to increase energy efficiency and deploy advanced energy technologies. In today's global economy, Ohio companies and other entities are competing with manufacturers, businesses, and institutions from around the world. The DSA helps Ohio companies and other entities in Ohio, through its unique EEPM and EEPNM to reduce costs, improve efficiency, and create and retain jobs through identification and implementation of energy efficiency and cost saving measures.

The goal of the (EEPM/EEPNM) is to help Ohio companies and other entities reduce costs through sustainable energy savings identified in the diagnostic and energy efficiency audit processes. A key to the success of the EEPM & EEPNM has been the program's unique approach of engaging all levels of management - from the plant manager, building owners and up to chief executives - from the beginning of the process. By ensuring buy-in from all levels, the suggested energy efficiency improvements uncovered in earlier phases may be approved and implemented quicker. In addition, funding assistance from the DSA helps incentivize the planning and technical assessment and shorten payback periods during project installation, which increases the likelihood that these projects will be implemented.

ENERGY EFFICIENCY PROGRAM FOR MANUFACTURERS (EEPM)

The EEPM facilitators will be funded from the $300,000 allocated to manufacturing activities in the annual SEP. Additional funding may be available pending re-allocation of other funds. This funding will be allocated to the facilitators based on past performance, current activity level, potential clients to be considered for the program, and clients that the facilitators can bring into the program. Activity levels will be monitored to determine the best use of funding. The DSA may re-allocate the funds based on the above mentioned criteria if activity levels of the facilitators change during the plan year.

The EEPM currently is divided into four phases:

Phase I - Energy Management Diagnostic: The participating company follows a structured process with a facilitator to examine how the business leadership team thinks about energy and identifies opportunities to improve business systems to achieve sustainable energy cost savings. The EnVinta One-2-Five or Energy Achiever diagnostic software tools licenses will be provided by the DSA for use by the customer along with the skilled resources of trained facilitators. Each customer site requires one license to utilize the EnVinta software. The DSA pays the fee associated with the use of the license. The fees range from $500-$2500 depending on the type of license (One-2-Five or Achiever) and any discount associated with bulk purchasing of the licenses. The DSA does not pay the facilitator for any of the services they provide associated with Phase I. The time required for preparation, onsite activity for Phase I presentation, and discovery work to prepare a quote for Phase II is all completed by the facilitators at no cost to the customer or the DSA. Upon completion of Phase I activities, the facilitator will provide the customer with a quote for the cost of completing Phase II activities.

The facilitators in the EEPM will need to either have already achieved facilitator certification by EnVinta or can achieve certification from EnVinta within 3 months of award notification. Training and certification costs are borne by the facilitator. **NOTE: No funding will occur until certification is achieved.**

Phase II - Energy Management Plan Development: An energy management plan using the outcomes of the Phase I diagnostic, along with a technical opportunities assessment to increase the energy efficiency of the facility, is completed by the facilitator. The energy management plan will incorporate the outcomes of the Phase I diagnostic as well as providing suggestions for implementing the outcomes. The technical part of the report is equivalent to at least an ASHRAE level II assessment (report is certified by a P.E. that is licensed to practice in the State of Ohio) and prepares the customer for making energy efficiency improvement investments in their facility. Phase II allows for a subsidy of 50 percent of cost, not to exceed $15,000 in subsidy funds, reimbursement to the customer for the narrative energy management plan and technical assessment. The customer pays the facilitator the full

amount of the cost for completing the Phase II work. Upon completion of the work and submittal of the final report as well as payment documentation to the DSA, and after receiving the subsidy/reimbursement payment from the DSA, the facilitator will in turn reimburse the customer for 50 percent of Phase II costs, with that reimbursement not exceeding $15,000.

Phase III - Project Implementation: After completing Phases I and II, companies implement energy efficiency measures identified in the technical assessment completed in Phase II. The facilitator may assist the customer in the search for funding for implementation, such as through low interest loan programs, by providing the necessary technical information.

Phase IV- Measurement & Verification: For those projects that participate in Phase III and/or upon completion of the installation, the company will capture energy usage from the new equipment to compare against the previous equipment usage and the energy savings forecasted. The facilitators will collect and verify the data before providing the information to the DSA. The DSA pays the facilitator for any work in this phase up to $5,000. The facilitator will provide an estimate of cost and must have DSA approval of costs before completing the tasks of this phase.

SCOPE of WORK for EEPM Facilitators

The following deliverables must be completed by facilitators and facilitators must report progress to the DSA according to the terms and conditions of their Agreement.

Pre Phase I (if applicable by individual Agreement)

- Develop targeted call list
- Complete 200 Smart Phone Assessments
- Identify at least 20 customers to participate in phase II of the EEPM

Phase I (energy management diagnostic using EnVinta software)

NOTE: no reimbursement of costs for this phase. DSA will provide software license for use at customer facilities.

- Facilitators to prepare for and deliver the EnVinta One-2-Five or Energy Achiever energy management diagnostic utilizing the EnVinta software.
- Facilitator either generates the lead from their contacts or is assigned a session from the DSA.
- Facilitator to utilize the DSA online application tool (DSA will provide access) to document customer participation.
- DSA to provide the license at no charge for use in the initial diagnostic session with customer.
- Facilitators will deliver results of the initial diagnostic to customer and document on the online tool.
- Facilitator presents proposal for work activities in Phase II to customer including upload of info to the online tool.

Phase II (development of energy management plan and technical opportunity assessment)

- Facilitator will develop and present the energy management and technical assessment for the customer per finalized proposal between customer and facilitator. Facilitator will utilize a format approved by DSA for the plan/assessment. At a minimum, the technical opportunities section will by the equivalent of an ASHRAE level II audit. This reporting will be certified by a P.E. or architect licensed to practice in the state of Ohio. A copy of the report will be uploaded by the facilitator to the online application tool. Training on the use of the online application will be provided by DSA.
- The facilitator will provide an estimate of cost for each energy management plan and technical assessment for each customer included in the grant agreement between the DSA and facilitator. Deviation from this number only upon agreement of the DSA.
- Facilitator will bill the customer for services required to complete the energy management plan and technical assessment.
- Upon receipt of full payment from customer for services rendered to complete the plan, facilitator will submit required Request for Payment forms to DSA on behalf of the customer (within 30 days of acceptance by customer) and include the following documentation to support the reimbursement request of up to $15,000 (calculated at 50% of proposal).
    - copies of invoices,
    - proof of payment (copies of cancelled checks, credit card receipts), and
    - final copy of the energy management plan and technical assessment that must be uploaded to the online tool.
- Upon receipt of payment from DSA, facilitator will reimburse the customer within 30 days and provide documentation to DSA that reimbursement has been made. Facilitator will request the customer to send a letter to DSA to confirm that the customer has received the final report and their 50% reimbursement from the facilitator. Facilitator must upload letter to the online tool.

Phase II - Follow-Up

NOTE: no reimbursement of costs for this phase.

- Facilitator will re-visit the customers within 12 months from the initial diagnostic to evaluate the need to perform a follow-up diagnostic (One-2-Five or Energy Achiever).

Phase III project implementation (project financing)

NOTE: no reimbursement of costs for this phase.

- Facilitator will assist customer in their search for project financing. The facilitator will not have any financial gain as the result of any equipment sales or installation of measures implemented in Phase III.

Phase IV (measurement & verification)

- The DSA requests the customer to provide energy use data in order to verify energy savings that resulted from the installation of energy efficiency measures in Phase III. Any state financing that may be provided directly to customers in Phase III requires the capture and regular reporting of energy performance data for a full year after the completion of the project.

- The facilitator will participate in the gathering and reporting of this information to the DSA in the final report format supplied by DSA. Funding will be provided to the facilitator to complete the requirements of Phase IV's measurement and verification reporting. Costs will be reimbursed by the DSA, up to a maximum of $5,000 from the facilitator's grant.

- In order to receive reimbursement for the services in completing the Phase IV activities, the facilitator will submit the request for payment form to DSA for each customer assigned, and include documentation to support the reimbursement request, up to $5,000:
  - copies of invoices,
  - hours worked by each person and their hourly billable rate, and
  - submission of all required energy performance data and completion report.

Reporting Info

Facilitator will provide quarterly reports to DSA that include a listing of the current clients and the completion dates in Phases I, II, and IV for each client. Updates to the list of clients and information about potential energy savings must be reported quarterly for the term of the agreement.

Other Services as agreed

Additional programs, tasks or activities may be added to this agreement as required and agreed..

ENERGY EFFICIENCY PROGRAM FOR NON-MANUFACTURERS (EEPNM)

The Energy Efficiency Program for Non-Manufacturers (EEPNM) is a multi-phase energy efficiency program that focuses on helping commercial entities, municipalities, universities, schools, and hospitals (C/MUSH) in Ohio to plan, assess, and implement cost-effective energy efficiency improvements to their buildings and facilities that will result in lower energy costs. $375,000 is available for the implementation of this program. The Energy Efficiency Program for Non-manufacturers is designed to be implemented in four phases:

Phase I – is the identification of client base of customers that are willing to have ASHRAE level II audits performed at their facilities. Eligible applicants must have a minimum of 10,000 sq. ft. of building space to participate in the program.

Phase II – is the performance of the ASHRAE level II audits. This detailed assessment is the development of a technical energy audit report of the participant's buildings and facilities. The intent of this Phase is to further explore, in detail, the cost-effective measures identified through the energy efficiency assessment process. Energy efficiency opportunities identified in this phase will be categorized by savings potential, environmental benefits, investment pay-back time or cost/benefit ratio per ASHRAE level II protocols. Final decision on audit level and acceptability (i.e., ASHRAE Level II or equivalent) is determined by DSA. The program participants will be furnished with the final reports for the Phase II energy efficiency assessments along with possible options for implementation of the energy efficiency measures identified through the Phase II assessment process. The maximum subsidy amount available for each participating entity will be $22,500. Upon completion of the audit and submittal of documentation, the customer will be reimbursed 75% of the cost for the ASHRAE level II audit, not to exceed the $22,500 maximum. The selected company will also provide the DSA with final copies of all the energy efficiency assessment reports. Once the consulting engineer completes the Phase II energy assessment audits for the program participants, the DSA's scope of work with the consulting engineer to provide energy efficiency assessments will end. The DSA will then use the reports to assist those program participants who wish to continue in completing Phases III and IV of the program in PY 2015.

Phase III – Once the technical assessments and audit are completed, a participant may, if they elect, move to the third phase which is project implementation. Participants may implement the project by whatever means (financial and otherwise) they deem appropriate. The facilitator may assist the customer in the search for funding for implementation, such as through low interest loan programs, by providing the necessary technical information.

Phase IV – is the measurement and verification (M&V) of the energy cost savings measures installed in the project. Upon completion of Phase III, the DSA's Program Monitor for the program will gather data and conduct an on-site inspection to verify if the project's energy efficiency savings were achieved. This information will be used to prepare case studies and best practices' reports that will be disseminated to the US Department of Energy and other commercial, municipal, schools and hospital sectors.

SCOPE of WORK for EEPNM Facilitators

The deliverables for this program are as follows:

- **PLANNING - Selected consulting engineer** will develop a list of clients upon which to choose a minimum of 16 C/MUSH customers that will be interested in having ASHRAE level II audits performed at their facilities.

IMPLEMENTATION - The consulting engineer/architect will conduct a minimum of 16 in-depth ASHRAE Level II energy efficiency audits of buildings/facilities for the C/MUSH sectors in Ohio. Each energy audit report must be signed by a P.E. or architect licensed to practice in Ohio. Building and facilities to be selected must be large or complex, and/or over 10,000 square feet of building space with potential promises for significant energy efficiency savings, jobs creation and/or retention. Each ASHRAE report must include a summary spreadsheet of the major audit results. The summary spreadsheet should provide among other technical details, recommended energy efficiency measures (EEM), description, cost, rebates (if any), individual/total utility savings, percent of individual/total utility

savings, simple payback with rebates, simple payback with and without operation and maintenance values, total square
footage, Tons of Co2 avoided (using only the EPA's emission reduction calculator (http://www2.epa.gov/energy/greenhouse-gas-equivalencies-calculator),and etc.

- **REPORTING - The consulting engineer** will provide a copy of the 25 ASHRAE Level II energy audit reports to participating customers and the DSA.

Reporting Info

Facilitator will provide quarterly reports to DSA that include a listing of the current clients and the completion dates in Phases I, II, IV and V for each client. Updates to the list of clients and information about potential energy savings must be reported quarterly for the term of the agreement.

Other Services as agreed

Additional programs, tasks or activities may be added to this agreement as required and agreed..

PROPOSAL REQUIREMENTS

The rfp is in two sections, EEPM-Energy Efficiency Program for Manufacturers and EEPNM-Energy Efficiency Program for Non-Manufacturers. Applicants can respond to each program individually or both parts of the rfp. If submitting an application for both, separate applications for each program must be submitted in order to be considered.

The applicant must submit the following in order to be considered for the award:

Administrative:

- Application cover sheet
- Supplier Information Form
- W-9 Form
- Direct Deposit Form
- EPA Form
- Financial Liability and Certification Form
- Ohio Bureau of Workers' Compensation (BWC) Certificate
- Proof of registration to do business in Ohio with the Secretary of State

Technical: NOTE: Documentation is limited to 10 pages TOTAL

- Documentation showing that the company is located in the State of Ohio and certified to do business in Ohio
- Documentation showing that Company has been in business in Ohio for a minimum of 5 years conducting energy management plans and audits for manufacturing (EEPM) and non-manufacturing (EEPNM) clients
- Documentation showing that the Company has a P.E. or architect registered to practice in the State of Ohio on staff or under contract/retainer to certify that the energy management plan and technical assessment developed for this program meets at a minimum ASHRAE level II requirements or its equivalent. Final decision on audit level and acceptability (i.e., ASHRAE Level II or equivalent) is determined by DSA.
  EEPM ONLY-Documentation showing that the Company has a staff member certified (or willing to get staff member certified within 3 months of contract award-cost to be borne by the applicant) by EnVinta as a facilitator of their software for use in Phase I diagnostic. **NOTE: No funding will occur until certification is achieved.**
- Proof of staff experience with knowledge of:
  - (EEPM)-industrial processes, technologies, equipment, and systems.
  - (EEPNM)-HVAC, lighting, controls, envelope efficiency measures, insulation and other building systems associated with energy use.

  Actual work experience for companies utilizing the processes, equipment and systems required. Consulting work in the environment is not sufficient by itself.
- Proof of staff with demonstrated experience in developing energy management plans

that incorporate long range planning, sustainability and technical opportunities assessments. A list of clients where plans have been completed, along with the role of the key staff in development of plans for those clients, should be detailed.

- Two samples of: **NOTE: Examples listed below not included in the 10 page maximum.**
    - EEPM-manufacturing client energy management/technical assessment plans. Plans must detail energy management diagnostic analysis (EnVinta, ISO 50001, other), and also feature technical assessment (ASHRAE level II or equivalent) with payback analysis.
    - EEPNM-non-manufacturing client ASHRAE level II audits or equivalent The ASHRAE level II plans must detail energy management plans, analysis, payback,Co2 avoidance, no cost low cost measures, renewable energy consideration analysis (where feasible), and other technical assessment needs of the particular project.

FEE STRUCTURE

The fee structure should list:

- The names of clients that the applicant will enlist for the program. EEPM-minimum of 10 clients. EEPNM-minimum of 15 clients.
- the company personnel that will be working on these projects
- the description of duties
- the hourly salary of the personnel
- the amount of time allocated per project

PART THREE: GENERAL INSTRUCTIONS

The following sections provide a calendar of events, details on how to respond to this RFP and how to get more information about this RFP. All responses must be complete and in the prescribed format.

CALENDAR OF EVENTS & ON-LINE INFORMATION

The schedule for this RFP is given below and is subject to change. DSA may change this schedule at any time. If DSA changes the schedule before the Proposal Due Date, it will do so through an announcement on the State Procurement web site area for this RFP at the following link: http://procure.ohio.gov/proc/index.asp. The web site announcement will be followed by an addendum to this RFP, which also will be made available through the same State Procurement web site.

It is each prospective Proposer's responsibility to check the State Procurement web site's question-and-answer area for this RFP for current information and the calendar of events scheduled through award of any contract.

Other than by adherence to the RFP Inquiry process, set forth below, no contact related to this RFP shall be made with DSA until a contract award is announced. Notwithstanding this prohibition, DSA, at its sole discretion, may request additional information as part of the review process outlined below.

Firm Dates

RFP Issued:	*Feb 3, 2016*
Inquiry Period Begins:	*Feb 3, 2016*
Inquiry Period Ends:	*Feb 24, 2016*
Proposal Due Date:	*March 28, 2016 by 2:00 p.m.*

Estimated Dates

Contract Award Notification:	Before April 11, 2016
Issuance of Purchase Order:	To be determined

PROPOSAL SUBMITTAL

Proposals must be submitted in the following manner:

- **Proposals must be submitted via e-mail by no later than March 28, 2016 by 2:00 p.m. to Procurement@development.ohio.gov.**
- Proposals are to be submitted on 8.5 x 11-inch paper.
- Margins must not be less than ¾ of an inch on all sides.
- Font must be 10 point or larger with no more than 6 lines of text per inch.
- Proposals should be no more than 10 pages in length. Forms required to be returned with the proposals, such as Appendix 2, will not be counted toward the maximum total.
- All pages must be numbered consecutively using the format "Page [#] of [total number of pages]" (e.g., Page 2 of 10).

Proposers are advised there will be no opportunity to correct mistakes or deficiencies in their submitted

materials after the Proposal Due Date. Proposals that are incomplete or otherwise missing required information may not be evaluated.

It is the Proposer's responsibility to ensure timely submission of a complete Proposal. Late Proposals will not be scored. DSA is under no obligation to consider a Proposal which is received after the Proposal Due Date or that is incomplete. Proposals that are not submitted in the format requested will not be scored.

No supplementary or revised materials will be accepted after the Proposal Due Date unless specifically requested by DSA.

All costs incurred in the preparation of the Proposal shall be borne by the Proposer alone, and DSA shall not contribute, in any way, to the cost of the preparation of the Proposal.

Any and all documents developed by the Proposer during the course of this project will be provided to DSA upon request and will become the property of DSA, and the Proposer shall not assert any claims arising under copyright or otherwise inconsistent with the transfer of ownership of such documents.

All information submitted in response to this RFP shall be a public record unless a statutory exception exists that would protect the information from release to the public. Any information submitted with the Proposal which the Proposer reasonably believes to be a trade secret, as that term is defined in Section 1333.61 of the Ohio Revised Code, may be designated as such by marking the information as follows: the phrase "trade secret," marked with two asterisks on each side, must be placed at the beginning and end of the trade secret information (example: ** TRADE SECRET **). In addition, the trade secret information shall be underlined. Information determined to be a trade secret under the laws of the State of Ohio may be protected as trade secrets by DSA in accordance with Ohio law.

DSA reserves the right to:

- Accept or reject any and all Proposals and/or bids if DSA determines that it is in the best interests of the State to do so.
- Rebid this RFP, requesting new Proposals from qualified firms.
- Waive or modify minor irregularities in Proposals received.
- Negotiate with Proposer(s), within the requirements of this RFP, to best serve the interests of the State of Ohio.
- Require the submission of modifications or additions to Proposals as a condition of further participation in the selection process.
- Fund any Proposal in full or in part; any assignments of work by DSA under the scope of this RFP will be made dependent on need and the availability of adequate, specific funding.
- Not make an award at the end of the evaluation process; this RFP is not to be interpreted or construed to guarantee that one or more Proposers submitting responses will be awarded contracts.
- Adjust the RFP Calendar of Event dates for whatever reason it deems appropriate.
- Contact Proposer to clarify any portion of the Proposer's submittal.

If, during the review process, DSA determines that it is necessary to make further distinctions between certain Proposers, DSA may request certain selected Proposers to make a presentation to staff and

reviewers.

In accordance with federal and state statutes and DSA policy, no person shall be excluded from participation or subject to discrimination in the RFP process on the basis of race, color, age, sex, national origin, military status, religion, or disability.

INQUIRIES

Prospective Proposers may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Calendar of Events. To make an inquiry, prospective Proposers must use the following process:

1. Access the State Procurement web site at http://www.ohio.gov/procure.
2. From the Navigation Bar on the left, select "Find it Fast."
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of this document.
5. Click the "Find It Fast" button.
6. On the document information page, click the "Submit Inquiry" button.
7. On the document inquiry page, complete the required "Personal Information" section by providing the following:
    a. First and last name of the prospective Proposer's representative who is responsible for the inquiry;
    b. Name of the prospective Proposer;
    c. Representative's business phone number; and
    d. Representative's e-mail address.
8. Type the inquiry in the space provided, making certain to include the following:
    a. A reference to the relevant part of this RFP;
    b. The heading for the provision under question; and
    c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

Prospective Proposers submitting inquiries will receive an immediate acknowledgement by e-mail that their inquiry has been received. **The prospective Proposer who submitted the inquiry will not receive an e-mail response to the question, but will need to view the response on the State Procurement web site where it will be posted for viewing by all prospective Proposers.**

Prospective Proposers may view inquiries using the following process:

1. Access the State Procurement web site at http://www.ohio.gov/procure.
2. From the Navigation Bar on the left, select "Find it Fast."
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of this document.
5. Click the "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

DSA will try to respond to all properly posed inquiries within 48 hours, excluding weekends and

state holidays. DSA will not respond to any inquiries received after 8:00 a.m. on March 28, 2016. Prospective Proposers who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with the terms of this RFP and state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with DSA staff or any other agency of the State to discuss this RFP may result in the Proposer being deemed ineligible.

PART FOUR: EVALUATION OF PROPOSALS

EVALUATION PROCESS

DSA's evaluation process of responses submitted to this request may consist of up to four distinct phases:

1. DSA's initial review of all proposals for timely submission;
2. An evaluation committee review of the proposals for defects and scoring;
3. DSA's request for more information (clarifications, interviews, presentations, and/or demonstrations); and,
4. Negotiations or best offer requests.

At its sole discretion, DSA will determine whether phases three and/or four are necessary under this RFP, reserving for itself the ability to eliminate or add phases three or four at any time during the evaluation process. DSA may add or remove sub-phases to phases 2 through 4 at any time if DSA believes doing so will improve the evaluation process.

PROPOSAL EVALUATION CRITERIA

EEPM/EEPNM MINIMUM REQUIREMENTS

APPLICANTS MUST MEET THESE CRITERIA IN ORDER FOR APPLICATION TO BE REVIEWED. DOCUMENTATION PROVING THAT THESE CRITERIA ARE SATISFIED MUST BE SUBMITTED WITH APPLICATION OR FURTHER REVIEW WILL NOT BE COMPLETED.

1. Company must be located in and certified to do business in the State of Ohio.

2. Company must have been in business in Ohio for a minimum of 5 years conducting energy management plans and audits for manufacturing clients (EEPM) or commercial, municipal, universities, schools and hospitals (EEPNM).

3. Company must have appropriate staff or existing contractual relationships with personnel that have demonstrated experience in manufacturing processes and systems (EEPM) or commercial, municipal, universities, schools and hospitals processes and systems (EEPNM).

4. Company must have a P.E. or architect registered to practice in the State of Ohio on staff or under contract/retainer to conduct and certify energy management plan and technical assessments that meets ASHRAE level II requirements or its equivalent. Final decision on audit level and acceptability (i.e., ASHRAE Level II or equivalent) is determined by DSA

1. **EEPM ONLY-**Company must have staff member certified (or willing to get staff member certified within 3 months of contract award at a cost to the company) by EnVinta as a facilitator of their software for use in Phase I diagnostic. **NOTE: No funding will occur until certification is achieved.**

In the proposal evaluation phase, Development staff or reviewers selected by DSA (the committee) will rate the proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion.

Evaluation Criteria EEPM	Weight
Proof of staff experience with knowledge of industrial processes, technologies, equipment, and systems. Actual work experience for companies utilizing the processes, equipment and systems required. Consulting work in the environment is not sufficient by itself.	Up to 30 points
Proof of staff with demonstrated experience in developing energy management plans that incorporate long range planning, sustainability and technical opportunities assessments (ASHRAE level II or equivalent). Preference will be given to companies that have staff already certified to utilize the EnVinta One-2-Five diagnostic software. A list of clients along with the role of the staff in development of plans should be detailed.	Up to 30 points
Cost Presentation and Competitiveness. Provide a listing of staff that will be working on the plan/audit, the annual salary and hour cost of each.	Up to 20 points
Two samples of manufacturing client energy management/technical assessment plans. Plans must detail energy management diagnostic analysis (EnVinta, ISO 50001, other), and also feature technical assessment (ASHRAE level II or equivalent) with payback analysis.	Up to 20 points
Total:	**100 points Maximum**

Evaluation Criteria EEPNM	Weight
Proof of staff experience with knowledge of ASHRAE level II energy efficiency audits for buildings and facilities, technologies, equipment, energy management control systems, renewable energy applications, etc. Actual work experience for design and implementation of energy efficiency projects for buildings/facilities based on a PE or Architect approved ASHRAE level II energy audit required. Consulting work in the environment is not sufficient by itself.	Up to 30 points
Proof of staff with demonstrated experience in developing ASHRAE II energy audit and management plans that incorporate long range planning, sustainability and technical opportunities assessments. A list of clients with contact information and permission to DSA staff to contact previous customers; along with the role of the staff in development of plans should be detailed and included in the application.	Up to 30 points
Cost Presentation and Competitiveness. Provide a listing of staff that will be working on the plan/audit, the annual salary and hour cost of each.	Up to 20 points
Two samples of ASHRAE level II building energy audits for previous clients must be submitted. The ASHRAE level II plans must detail energy management plans, analysis, payback,Co2 avoidance, no cost low cost measures, renewable energy consideration analysis (where feasible), and other feature technical assessment needs of the particular project..	Up to 20 points
Total:	**100 points Maximum**

PART FIVE: CONTRACT AWARD

CONTRACT AWARD PROCESS

It is DSA's intention to award one or more contracts under the scope of this RFP and as based on the RFP Calendar of Events schedule, so long as DSA determines that doing so is in the State's best interests and DSA has not otherwise changed the award date.

Any award decision by DSA under this RFP is final. After DSA makes its decision under this RFP, all Proposers will be notified (in writing or by phone, at DSA's discretion) of the final evaluation and determination as to their Proposals.

DSA will issue a notice of contract award to the selected Proposer(s), and finalized contract terms and conditions will be forwarded for signature. Once three executed copies of the contract are submitted by the Proposer(s), and pending any further approvals that may be required (e.g., State Controlling Board), DSA will fully execute the contract.

Once the contract is fully executed, DSA will issue to the Proposer(s) one (1) copy of the signed instrument for its/their files.

Unless otherwise negotiated and included in the executed contract/scope of work, the selected vendor(s) shall be bound by all outlined services, policies and procedures as contained in the vendor's submitted and evaluated proposal.

NUMBER OF AWARDS

DSA anticipates making at least four awards depending on programs' needs and the fit of the Proposer(s) to the scope of this RFP.

FUNDING APPROVAL THRESHOLD

In the event that contractual expenditures with the selected Proposer(s) will exceed $50,000 in spending under any contract that results from this RFP, or that otherwise exceed $50,000 in aggregate spending across all contracts between the Proposer and DSA, the contract may be subject to the approval of the State of Ohio Controlling Board.

Appendix 1:

Executive Order 2011-12K

Governing the Expenditure of Public Funds for Offshore Services

No Contract Funds May be Spent Offshore

Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" prohibits the use of any public funds within the control of an executive agency to purchase services which will be performed outside of the United States.

To be considered by the Ohio Development Services Agency, a bid response must be accompanied by an Affirmation and Disclosure in the form attached to this RFP and a signed Standard Terms and Conditions Form (Appendix 2). Both of these forms must be signed at the end by an authorized representative of the proposer. Any bid response received that does not include a completed, signed copy of this form will be immediately disqualified.

A copy of the Executive Order and the Affirmation and Disclosure form are included in this RFP on the following pages. Additional information about the Executive Order is posted on the Department of Administrative Services State Procurements Help & Reference page at http://procure.ohio.gov/pdf/EO201112K/EO201112K_Announcement.pdf.

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

d. All APOs have adequate training which addresses the terms of this Order.

4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

Appendix 2:

Standard Affirmation and Disclosure Form and Standard Terms and Conditions

The Standard Affirmation and Disclosure Form must be filled out and returned with a bid response in order for it to be eligible for scoring.

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

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.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. 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 backed-up, by Contractor:

_____	_____
(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(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 shift in location 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 form 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 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

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The Contractor 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.

Appendix 3:

DSA's Standard Agreement for Services

This sample document is provided only for convenience and the terms and conditions contained herein are subject to change without notice.

AGREEMENT FOR SERVICES

This Agreement for Services ("**Agreement**") is made and entered into between the **State of Ohio, Development Services Agency** ("**Sponsor**"), and _____ ("**Contractor**"). This Agreement shall have Ohio Development Services Agency Agreement Control Number of _____.

1. Statement of Work. Contractor shall undertake and complete the work and activities set forth in Exhibit I, "Scope of Work," which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. Contractor shall consult with the personnel of Sponsor and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.

2. Sponsor's Instructions. Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, Contractor shall comply with such instructions and fulfill such requests to the satisfaction of Sponsor. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. However, they are not intended to amend or alter the terms of this Agreement or any part thereof.

3. Term and Location of Performance.

(a) Term. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on _____ and all activities under this Agreement shall be completed not later than _____, on which date this Agreement shall expire. In the event that the work hereunder is to be done in separate phases, each phase shall be completed within the time prescribed in Exhibit I.

(b) Change of Performance Location. Contractor also affirms, understands, and agrees to immediately notify Sponsor of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) outside of the United States.

4. Compensation. In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor's receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not exceed _____ ($_____.00).

5. Proper Invoicing Method. Contractor shall be required to submit proper invoices that are itemized and show all of the following:

(a) Performance of the service described in Exhibit I;
(b) Date or dates of the rendering of the service;
(c) An itemization of the things or service done, the material supplied or the labor furnished; and
(d) The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

The adequacy and sufficiency of such invoices shall be determined solely by Sponsor. If Sponsor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice

shall not be charged to Sponsor and shall not be considered an allowable expense under this Agreement. Failure to comply with this section shall delay payment to Contractor under this Agreement.

6. Contractor's Expenses. Contractor shall solely be responsible for all office, business, and personnel expenses associated with the performance of this Agreement.

7. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement, Contractor shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule) and Contractor agrees that it shall not be reimbursed and Sponsor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Contractor or Sponsor or their respective employees or agents.

8. Termination.

(a) General. Sponsor may terminate this Agreement upon thirty (30) days written notice to Contractor if Sponsor determines that the product or services to be provided as further described in Exhibit I is inadequate for the intended use or cannot be feasibly adapted for the intended use. In addition, either Sponsor or Contractor may terminate this Agreement for just cause upon thirty (30) days written notice to the other party. Upon notice of termination, Contractor shall cease all work under this Agreement and shall take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor shall be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and such other information as Sponsor may require. Subject to any claim for damages arising from Contractor's breach, Contractor shall be entitled to compensation for work completed through the date Contractor received notice of termination upon submission and approval of proper documentation or invoices.

9. Records Maintenance and Access.

(a) Maintenance of Records. Contractor shall establish and maintain for at least three (3) years after the last day of the Term of the Agreement or earlier termination of this Agreement its records regarding this Agreement, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Contractor's performance of its obligations under this Agreement. Contractor also agrees that any records required by Sponsor with respect to any questioned costs, audit disallowances, litigation or dispute between Sponsor and Contractor shall be maintained for the time needed for the resolution of such question or dispute.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Contractor shall make available to Sponsor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement which are in the possession or control of Contractor, including, but not limited to, records of personnel. Sponsor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Contractor. Contractor shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 9(b) from Contractor's other records of operation.

10. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Ohio Revised Code, including but not limited to section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

11. Equal Employment Opportunity. Pursuant to Ohio Revised Code Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that Contractor, any subcontractor and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, military status, national origin or ancestry.

12. Indemnification. Contractor agrees to indemnify and to hold the Sponsor and State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement and Contractor's performance of the obligations or activities in furtherance of the Project which are attributable to the Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this Agreement. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor shall bear all costs associated with defending the Sponsor and the State of Ohio against any claims. Notwithstanding the foregoing, Contractor's obligation to indemnify and hold Sponsor and the State of Ohio harmless shall be limited to actions and omissions which constitute gross negligence or violations of law and in no event shall the aggregate liability of the Contractor to the Sponsor or the State of Ohio for indemnification under this Agreement exceed the amount of compensation paid to the Contractor hereunder.

14. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

15. Adherence to State and Federal Laws, Regulations.

(a) General. Contractor agrees to comply with all applicable federal, state, and local laws related to the Contractor's performance of the obligations of this Agreement. The Contractor accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the requirements of this Agreement.

(b) Ohio Ethics Laws. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq*., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Ohio Elections Law. Contractor affirms that, as applicable to Sponsor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

16. Unresolved Findings. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the

Contractor must immediately repay to the Sponsor any funds paid under this Agreement.

17. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

(b) Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

(c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Conflict of Provisions. Should it be determined that a provision within this Agreement conflicts with a provision set forth in Exhibit I, then the language of Exhibit I shall control as being the more specific terms and conditions of the Agreement.

(f) Notices. All notices, consents, demands, requests 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 United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of Sponsor, to:

Ohio Development Services Agency
Office of
P.O. Box 1001
Columbus, Ohio 43216-1001
Attention:
Fax No.:

With a copy to Chief Legal Counsel, Ohio Development Services Agency

In case of Contractor, to:

Notwithstanding the foregoing, ordinary communications regarding the status of services being provided by Contractor may be sent by electronic mail to the designated representatives of Sponsor and Contractor.

(g) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

(h) Forbearance. No act of forbearance or failure to insist on the prompt performance by Contractor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Sponsor of any of its rights hereunder.

(i) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

j) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Contractor without the prior express written consent of Sponsor.

IN WITNESS WHEREOF, the parties have executed this Agreement For Services on the last day and year set forth below.

CONTRACTOR:

_____

By: _____

Printed Name: _____

Title: _____

Date: _____

SPONSOR:

State of Ohio
Development Services Agency

David Goodman
Director
Ohio Development Services Agency

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit I
Scope of Work

Scope of Work

Dates of Service

Budget

Appendix 4:

Required Documentation

Ohio | Development Services Agency

John R. Kasich, Governor David Goodman, Director

State Energy Program
EEPM/EEPNM

All documents below are required. Please make sure to complete, sign, and submit or attach the following forms individually to your application.

- **Milestones**
- **Application Form**
- **Application Form – Organizational Experience and Key Personnel**
- **Application Form - Program Implementation Plan**
- **Contact Information Form**
- **Budget Information Form**
- **Financial Liability and Certification Form**
- **W-9 – Request for Taxpayer Identification Number and Certification**
- **Supplier Information Form**
- **EPA Form**
- **Ohio Bureau of Workers' Compensation (BWC) Certificate - (attach a copy of your BWC certificate in PDF format)**

I. OVERVIEW

II. REQUIREMENTS & DELIVERABLES

Milestone	Deadline

Application Form

Applicant Name:

Company Legal Name: (if different from above)

Address:

City: State: Zip: -

Contact Person: Title:

County: Telephone: Fax:

E-Mail Address: Website Address:

Tax ID No: Congressional District:

Is applicant registered with SAM? ☐ Yes ☐ No DUNS #: NAICS #

Is applicant registered with the Ohio Secretary of State? Yes No Enter Number:

Is your business currently certified as :

☐ MBE (Minority Business Enterprise) ☐ EDGE (Encouraging Diversity Growth & Equity)

Employment Profile

Job Creation: Complete Table 1: Job Creation Table. Enter total number of full and part-time jobs below.

Current employment level as of July 1, 2013 _____

Total number of jobs created:

Full Time _____

Part Time _____

Job Retention: Complete Table 2: Job Retention Table. Enter total number of full and part-time jobs below.

Total number of jobs retained:

Full Time _____

Part Time

Current Goals: Full Time: _____ Part Time: _____

Employment Level Projected for June 30, 2013 _____

As an authorized agent of the Applicant, I hereby submit this Application to the State of Ohio, Development Services Agency, Office of Energy and Redevelopment. I understand that any false statement in this record may subject the Applicant and Signer to criminal prosecution. I understand that additional information may be requested. I also understand that this document in no way constitutes a commitment of funds by the State of Ohio for any of its programs.

I hereby represent and certify that the foregoing and attached information, to the best of my knowledge and belief, is true, complete, and accurately describes the proposed activity/project for which the financial assistance is being sought. I am aware of Ohio Revised Code Sections 9.66(C) and 2921.13(D)(1) which outline penalties for falsification which could result in the return of all monies received and the forfeiture of all current and future financial assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than one hundred and eighty (180) days. I further agree to inform the Ohio Development Services Agency of any changes in the foregoing information, which may occur prior to the time the Applicant and the Ohio Department of Development execute an Agreement. Further, I hereby authorize the Ohio Department of Development to contact the Ohio Environmental Protection Agency to confirm statements contained within this application and to review applicable confidential records.

The undersigned warrants, certifies, and represents that certain information in their application may be subject to the Open Public Records Act.

Applicant Signature Typed Name Title Date

Application Form – Organizational Experience and Key Personnel

Applicant: _ _____

Answer the following required questions in a separate sheet and attach this page as the cover page with the applicant name listed above.

- **Include each question listed below, highlighted in BOLD and underlined, followed by the response written in normal font.**
- **Page limit is a minimum of 2 pages and a maximum of 8 pages.**
- **All pages must be numbered consecutively using the format "Page [#] of [total number of pages]" (*e.g.,* Page 2 of 12).**

1. **Designate the program for which you are applying. EEPM, EEPNM or both.**
2. **Provide a description of the services provided by the organization, and include a brief summary of qualifications and previous accomplishments. Clearly state how prior experience will allow the organization to successfully meet the goals and objectives of this Program.**

3. **How will your organization's leadership and implementation of this program contribute to *increased* clean energy development across the state? Explain this strategy and how this effort may be sustained beyond the period of grant funding.**

4. **Describe the organization's experience and qualifications.**

5. **Include a list of key personnel and biographical sketches that includes their qualifications to implement this program.**

Application Form – Program Implementation Plan

Applicant: _ _____

Answer the following required questions in a separate sheet and attach this page as the cover page with the applicant name listed above.

- **Include each question listed below, highlighted in BOLD and underlined, followed by your response written in normal font.**
- **Page limit is a minimum of 6 pages and a maximum of 12 pages.**
- **All pages must be numbered consecutively using the format "Page [#] of [total number of pages]" (*e.g.,* Page 2 of 12).**

1. **SUMMARIZE the applicant's proposed program plan in 2-3 brief paragraphs that includes:**
   a. **Description of overall program/project.**
   b. **Brief description of goals and objectives for the program.**
   c. **A highlight of the activities or strategies and timeline.**

2. **How and with whom will the organization collaborate on this particular program/project?**

3. **Describe the program from start to finish.**

EVALUATION AND RESULTS

1. **Provide specific short-term, intermediate and/or long-term outcomes of this program/project and the timeframe within which they will occur.**

2. **How will outcomes be measured and who will measure them?**

3. **How will the results be used and disseminated by the organization and/or others?**

Contact Information Form

Applicant:

Certifying Officer

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____

Chief Financial Officer

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____

Board Chair (*if applicable*)

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

List of Board Members/Title (*if applicable*)

_____

_____

_____

_____

_____

Check the appropriate box below and provide the names and total compensation of the five most highly compensated officers of your organization on a separate sheet if the following applies:

In the applicant's preceding fiscal year, the applicant received:

a.) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

b.) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

c.) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue code of 1986.

☐ Does not apply

☐ Applies (list attached)

Budget Information

Applicant Name: _____

Proposed Project Date: From: _____ To: _____

Add additional categories as needed below.
Provide detailed expenses for this grant award on the Explanation of Budget Categories attached:

SUMMARY OF BUDGET:

	Budget Categories	Portion Funded by Cost Share	Portion Funded by Grant	Total Project Line Item Expense
1	Personnel			
2	Fringe Benefits			
3	Indirect Costs			
4	Travel/ Transportation			
5	Equipment			
6	Supplies			
7	Contractual/ Subaward or Subrecipient			
8	Other Direct Costs			
9	Plant Implementation/ Assessment			
10	Other (Identify)			
	Total Budget Amount:			

Detail on each of the budget categories should be provided on the next pages titled "Explanation of Budget Categories".

EXPLANATION OF BUDGET CATEGORIES

PERSONNEL:

Identify positions to be supported, under the proposed award. Key personnel should be identified by title. All other personnel should be identified either by title or a group category. State the amounts of time (e.g. hours or % of time) to be expended, the composite base pay rate, total direct personnel compensation and identify the rate basis (e.g. actual salary, labor distribution report, technical estimate, state civil rates, etc.).

TITLE/Group	Time	X	Pay Rate	=	Total Compensation	Rate Basis
Total personnel costs:		$				

FRINGE BENEFITS:
A Federal Fringe Benefit Rate Agreement or proposal is required if reimbursement for Fringe Benefits is requested. Please check one of the boxes below and provide the requested information.

Rate Applied	Total Fringe Requested

☐If a fringe benefit rate has been negotiated with, or approved by, a Federal Government agency, provide a copy of the latest rate agreement.

☐If you do not have a current approved rate agreement, submit a proposal with your application based on a budget (new entities), or based on the total fiscal year fringe benefit account expenses

INDIRECT COSTS:
A Federal Indirect Rate Agreement or proposal is required if reimbursement for indirect costs is requested. Please check one of the boxes below and provide the requested information.

Rate Applied	Total Indirect Costs Requested

☐If indirect rates have been negotiated with, or approved by, a Federal Government agency, please provide a copy of the latest rate agreement.

☐If you do not have a current approved rate agreement, submit an indirect cost rate proposal with your application that identifies each base used to develop the indirect rate and indirect pool expense accounts by line item and dollar amount. These should be based on total fiscal year costs or budget (new entities). Explain each base used and the amount applied to

develop each indirect rate per pool and identify the rate developed. “Overhead Pool”: or “General & Administrative Pool” are common indirect pools.

TRAVEL:

1 Are travel costs governed by organizational travel policies?
2 For all travel provide information in the tables below. Purpose of travel are items such as professional conferences, Ohio Development Services Agency sponsored meetings, project management, etc. The basis for Estimating Cost are items such as past trips, current quotations, Federal or State Travel Regulations, etc.

Purpose of travel	No. of Travelers	Basis for Estimating Costs	Cost Per Trip
Total travel costs:	$		

EQUIPMENT:

Generally defined as an item with an acquisition cost greater than $5,000 and a useful like expectancy of more than one year.

List all of the proposed equipment below, providing a basis of cost such as vendor quotes, catalog prices, prior invoices, etc. and briefly justifying its need.

Equipment Item	Qty	Unit Cost		Basis of Cost
Total equipment costs:	$			

SUPPLIES:

Generally defined as an item with an acquisition cost of $5,000 or less and a useful like expectancy of less than one year.

If the total supply cost are greater than 20% of the total project costs, or $25,000 whichever is greater, please provide the detail below, identifying the basis of cost, such as vendor quotes, catalog prices, prior invoices, etc.

General Category of Supplies	Qty.	Unit Cost	Total Cost	Basis of cost	Justification of need
Total cost of supplies:		$			

CONTRACTUAL/SUBAWARD OR SUBRECIPIENT:
Subrecipients: List all participants, used in the project and indicate the purpose of each organization's participation and the total estimated costs for each. (NOTE: Subrecipients are not entitled to fee.)

Name/Organization	Purpose	Total Estimated costs

OTHER DIRECT COSTS:
Other direct costs are items of cost required for the specific project (such as meeting costs, postage, couriers or express mail, telephone/fax costs, printing costs, etc.), that cannot be properly included in the above categories.

Provide the information below for other direct costs that are greater than or equal to 20% of the total project costs or $25,000,whichever is greater. Basis of cost are items such as vendors quotes, prior purchases of similar or like items, published price lists, etc.

General description	Cost	Basis of cost	Justification of need
TOTAL OF OTHER DIRECT COSTS:		$	

Financial Liability and Certification

Financial Liability:

Explain any outstanding financial liabilities the applicant and/or company have with state or local governments in Ohio. Whether or not the amounts are being contested in a court of law, does the applicant and/or company owe:

4. Any delinquent taxes to the State of Ohio (the "State"), a state agency, or a political subdivision of the State such as a city or county?

Yes ☐ No ☐

5. Any monies to the State or a state agency for the administration or enforcement of the environmental laws of the State?

Yes ☐ No ☐

6. Any other monies to the State, a state agency, or a political subdivision of the State that are past due?

Yes ☐ No ☐

7. Is the company the subject of any existing tax lien?

Yes ☐ No ☐

Certification:

Has the applicant, related companies, or any officers:

a.) Been convicted of a felony

Yes ☐ No ☐

b.) Been convicted of or enjoined from any violation of state or federal securities law?

Yes ☐ No ☐

c.) Been a party to any consent order or entry with respect to an alleged state or federal securities law violation?

Yes ☐ No ☐

d.) Been a defendant in a civil or criminal action?

Yes ☐ No ☐

If you have answered yes to any of the above, please provide a detailed explanation including, but not limited, to the location, amounts, and case identification numbers (if applicable) on a separate sheet.

Government and Non-Profits: Provide a copy of the most recent audit report or annual report if applicable.

Applicant Signature | Typed Name | Title | Date

SUPPLIER INFORMATION FORM

Required sections must be completed or the form will not be processed. Incomplete forms will be returned. All information must be legible. Ensure this is the latest version of the form at www.ohiosharedservices.ohio.gov.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION (REQUIRED)

☐ NEW **(W-9 OR W-8ECI FORM ATTACHED)** ☐ CHANGE OF CONTACT PERSON/INFORMATON

☐ ADDITIONAL ADDRESS

☐ CHANGE OF ADDRESS – **(PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER)**

ADDRESS TO BE REPLACED:

☐ CHANGE OF TIN **(W-9 & A CHANGE OF TIN FORM** ☐ CHANGE OF NAME **(W-9 & A CHANGE OF NAME FORM)**

☐ CHANGE OF PAY TERMS ☐ CHANGE OF PO DISPATCH METHOD ☐ OTHER_____

SECTION 2 – PLEASE PROVIDE SUPPLIER INFORMATION (REQUIRED)

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)[1] :

SECTION 3 – REMIT TO ADDRESS (REQUIRED)

ADDRESS:		COUNTY:
ADDRESS (CONT.):		
CITY:	STATE:	ZIP CODE:
CONTACT NAME:		
PHONE:	FAX:	E-MAIL:

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

ADDRESS:		COUNTY:
ADDRESS (CONT.):		
CITY:	STATE:	ZIP CODE:

SECTION 5 – CONTACT PERSON TO RECEIVE E-MAIL NOTICE OF BID EVENTS - A USER ID & PASSWORD WILL BE SENT TO THE E-MAIL ADDRESS BELOW – (BUSINESSES ONLY)
NAME:
E-MAIL:
TO ADD AN ADDITITIONAL OR TO REPLACE THE CURRENT STRATEGIC SOURCING (SS) CONTACT ☐ ADDITIONAL STRATEGIC SOURCING CONTACT ☐ REPLACE SS CONTACT **(WILL BE MARKED INACTIVE)**
NAME:
E-MAIL:
SECTION 6 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY Invoices will be paid in 30 days from invoice date unless an alternate pay-term is selected below
☐ 2/10 NET 30 ☐ NET 30
SECTION 7 – PURCHASE ORDER DISTRIBUTION–OTHER THAN USPS MAIL (ONLY APPLICABLE TO THOSE RECEIVING POs)
E-MAIL **OR** FAX:
SECTION 8 – PLEASE SIGN & DATE (REQUIRED)
PRINT NAME:
SIGNATURE: (HANDWRITTEN SIGNATURE REQUIRED) DATE:
SECTION 9 – STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)
AGENCY CONTACT NAME/E-MAIL/PHONE:

COMMENTS:

Note: This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.
[1] Pursuant to 26 USC 6109, the state is required to collect TIN/EIN/Social Security numbers and to use the numbers in its annual report to the IRS the amount the state has paid each supplier.

SELECT ONE OF THE FOLLOWING METHODS FOR DOCUMENT SUBMISSION:

Email: supplier@ohio.gov
Fax: 1 (614) 485-1052
Mail: Ohio Shared Services
Attn: Supplier Operations
P.O. Box 182880 Cols., OH 43218-2880

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
Website: www.ohiosharedservices.ohio.gov/
Email: supplier@ohio.gov

Form **W-9**
(Rev. December 2014)
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.

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	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 Regulations 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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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 (TIGTA) 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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Please review the instructions available on page 2 prior to completing this form.

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT OF EFT PAYMENTS

SECTION 1: CONTACT INFORMATION

TAX IDENTIFICATION NUMBER (TIN) OR SOCIAL SECURITY NUMBER (SSN)

***Please note**: We are required to obtain your Tax Identification Number pursuant to Section 6109 of the Internal Revenue Code so that we can report income paid to you to the IRS as required by law.*

NAME OF COMPANY OR INDIVIDUAL

NAME

ADDRESS

STREET

SUITE / ROOM #

CITY

STATE

ZIP CODE

PHONE

EMAIL ADDRESS

TYPE OF TRANSACTION

- ☐ **ADD**
- ☐ **CHANGE/UPDATE**
- ☐ **INACTIVATE**

CHOOSE THE STATE AGENCY FROM WHICH YOU ARE BEING REIMBURSED

☐ **DODD** ☐ **OOD/PCA** ☐ **LOTTERY WINNER** ☐ **ALL OTHER**

☐ **MEDICAID PROVIDER**
(PROVIDER#, NPI#, ASSIGNING AUTHORITY required)

PROVIDER#

NPI #

ASSIGNING AUTHORITY

SECTION 2: NEW FINANCIAL INFORMATION

BANK VERIFICATION MUST BE ATTACHED

NEW FINANCIAL INSTITUTION NAME

ACCOUNT TYPE ☐ **CHECKING** ☐ **SAVINGS**

NEW ACCOUNT NUMBER

Account Number supplied must match attached bank verification

NEW TRANSIT ROUTING /ABA NUMBER

Routing Number supplied must match attached bank verification

SECTION 3: PRIOR FINANCIAL INFORMATION

MUST BE PROVIDED TO CHANGE/UPDATE ACCOUNT

PRIOR FINANCIAL INSTITUTION NAME

PRIOR ACCOUNT NUMBER

Account Number supplied must match previous Account Number on file

PRIOR TRANSIT ROUTING /ABA NUMBER

Routing Number supplied must match previous Routing Number on file

SECTION 4: READ THE AGREEMENT, SIGN, & DATE DIGITAL/TYPED AND STAMPED SIGNATURES ARE NOT ACCEPTED AT THIS TIME

- Account changes must be reported to Ohio Shared Services (OSS) thirty (30) days prior to the effective date.
- All EFT accounts are tied to an address in our system; a form is required for each address (if needed).
- The entity listed hereby authorizes the Ohio Office of Budget and Management (OBM) to initiate credit entries to its account in the financial institution identified above. Additionally, this form provides OBM the authority to debit any erroneous credit or transfers to the account in the amount of the transfer. This authority is to remain in effect until revoked by us in writing to OSS, a division of OBM.

☐ I have attached a copy of a **current** voided check or included a bank letter on bank letterhead signed by a bank representative.

☐ Medicaid PROVIDERS – I have ensured the Name, Address, TIN, NPI# & Provider Number matches the information in the MITS Medicaid Web Portal.

☐ I have printed and signed the form.

X

SIGN YOUR NAME HERE | PRINT YOUR NAME HERE | DATE

Select one of the following methods to submit this form:

E mail:	Mail:	Fax:
supplier@ohio.gov	Ohio Shared Services, Attn: Supplier Operations P O Box 182880 Columbus, OH 43218-2880	1-614-485-1052

INSTRUCTIONS FOR COMPLETING THE AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT OF EFT PAYMENTS

SECTION 1

- Enter your Tax Identification Number (TIN) or your Social Security Number (SSN) (required).
- Place a check mark to indicate the type of transaction.
- Enter the complete name and address of the company or individual participating in the EFT program.
- Enter your phone number & email address. When your email address is provided, you will receive an automated email notification when your banking information has been added or updated in our system.
- Check each agency from which you may receive payments. Please specify if you are an OOD/PCA or Lottery Winner.
- Check the Medicaid Provider box if applicable. Fill in your Provider ID number and the NPI number if you have been enumerated.
- If none of the above apply, please select All Other

SECTION 2 (New Information)

- Please enter the name of the new financial institution authorized to conduct transactions, as it should be listed in our system.
- Please place a check mark to indicate the type of account in which funds are to be deposited.
- Enter the full Account Number where funds are to be deposited.
- Enter the financial institution's full nine digit Transit Routing/ABA number in the spaces provided.

SECTION 3 (Prior Information) Required if a CHANGE/UPDATE

- Please enter the name of the previous financial institution authorized to conduct your transaction. This should be the most recent bank account information that was submitted to the state and is currently in our system.
- Enter the complete Account Number at your previous institution where EFT funds were deposited.
- Enter the complete nine-digit Transit Routing/ABA number for your previous institution in the spaces provided.

SECTION 4

- Please read all of the information listed in Section 4.
- Check mark the boxes to verify you have acknowledged the information.
- Sign your name; print your name and date.
- Please attach a current voided check or bank letter signed by a bank representative (required).

NOTE: The bank letter must be on bank letterhead and signed by a bank representative. It must include the name on the account, type of account, routing number, and account number. Exceptions will be made for Prepaid Cards.

CENTRAL OFFICE USE ONLY

EPA INFORMATION

COMPANY NAME: _____

ADDRESS: _____

P.O. BOX: _____

CITY: _____

STATE: _____

ZIP: _____

County: _____

FTI #: _____

CENTRAL OFFICE USE ONLY

EPA INFORMATION

COMPANY NAME: _____

PROJECT ADDRESS: _____

P.O. BOX: _____

CITY: _____

STATE: _____

ZIP: _____

County: _____

FTI #: _____