

BID PROPOSAL FOR

Sherwood Forest Sewer Collection System Installation

Bidder: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Federal ID #: _____

E-mail Address: _____

Project Description

For improving the sewer collection system in the Sherwood Forest Subdivision, Duchouquet Township, Auglaize County, Ohio in accordance with these plans and specifications by removing the existing sewer collection system and installing new mains, laterals and man holes.

Time and Date of Bid: 10:00 a.m., October 6, 2022

Location of Bid:
Auglaize County Commissioners' Office, Administration Building,
209 South Blackhoof Street, Suite 201
Wapakoneta, Ohio 45895

All Attached Sheets Must Be Filled Out

INFORMATION TO BIDDERS

1. The Auglaize County Board of Commissioners, herein after called the Owner, may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the time for the opening of bids or authorized postponement. Any bid rejected after the bid opening will not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening.
2. All blank spaces in the proposal form must be properly filled in. Each proposal shall be legibly written in ink or typed and must cover all the items of the work called for and no others. The prices are to include the furnishing of all materials, tools, equipment, patent rights, labor, and services necessary to complete the project. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the name of the project. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

Auglaize County Board of Commissioners
209 South Blackhoof Street, Suite 201
Wapakoneta, Ohio 45895

3. Each bidder must sign the proposal form with his usual signature and shall give his full business address. Bids by partnerships shall be signed with the partnership name by an authorized representative and his designation. Bids by corporations shall be signed with the name of the corporation followed by the signature of the President, Secretary, or other authorized person and shall have the corporation seal affixed
4. The owner may make such investigations as necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted or the investigations of the bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.
5. At the time of the opening, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder of any obligation.
6. The bidder is advised that any person or firm to whom it is proposed to award a subcontract to must be acceptable to the Owner.
7. Each bid must be accompanied by cash, certified check made payable to the Treasurer of Auglaize County, or a bid bond prepared on the bid bond form and duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner in the amount of five percent (5%) of the bid. Such cash, checks or bid bonds will be returned to all except the lowest three bidders within three (3) working days after the opening of the bids. The remaining cash, checks, and bid bonds will be returned when the Owner has received an executed contract from the successful bidder. If notification of the acceptance of the lowest bid has not been made within thirty (30) days after the opening of the bids, the bidder may demand return of his cash, check or bid bond.
8. Attorneys-in-fact who sign the bid bond must file with each bond a certified copy of their power of attorney.
9. The successful bidder's failure or refusal to execute and deliver the contract and performance bond within ten (10) day after receiving notice of the acceptance of his bid shall forfeit to the Owner the security deposited with his bid as liquidated damages.

10. Should a bidder find discrepancies or omissions in or be in doubt as to the meaning of the plans, specifications, or bid documents, he must notify the Owner in writing. No oral interpretation will be given to any bidder. Every request for such interpretation should be through e-mail at abaumer@auglaizecounty.org or made in writing and addressed to:

Auglaize County Engineer's Office
P.O. Box 59, 1014 South Blackhoof Street
Wapakoneta, Ohio 45895-0059

To be given consideration, a request must be received at least five (5) days prior to the date of bid opening. Any and all interpretations and supplemental instructions will be in the form of written addenda and will be mailed to all prospective bidders not less than three (3) days prior to the bid opening. Failure of any bidder to receive any addenda shall not relieve a bidder of any obligation. All addenda issued shall be a part of the contract documents.

11. The bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and will be deemed to be included in the contract as though they were herein written out in full. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Owners.

Note: A pre-bid conference will be held in the Meeting Room at The Auglaize County Engineers Office, 1014 South Blackhoof Street, Wapakoneta at 10:00 a.m. on September 27th to answer questions and clarify discrepancies and omissions

GENERAL CONDITIONS

1. DEFINITIONS:

The following terms are used in these Contract Documents are respectively defined as follow:

Contractor:	The person, firm or corporation with whom the within Contract is awarded by the County and is subject to the terms hereof.
Subcontractor:	A person, firm, or corporation other than the Contractor that supplies labor and/or material for work at the Project site.
Project:	The entire public improvement proposed by the County to be constructed in accordance with the herein Contract.
County:	The Owner of the project, Auglaize County, Ohio.
Surety:	Any person, firm or corporation that has executed the Contractor's bid guaranty bond or performance bond securing the performance of the herein Contract.
Engineer:	The Auglaize County Engineer or an authorized assistant.

2. CONTRACTOR'S OBLIGATIONS

The Contractor shall provide and pay for all materials, labor, tools, equipment, utilities, transportation, supervision, temporary construction, patent rights, and all other services and facilities of every nature whatsoever necessary to complete the project within the specified time. All legal claims from the lawful demands of the Contractor's employees, subcontractors and suppliers will be indemnified by the Contractor with the County being held harmless.

The Contractor shall be ODOT pre-qualified to perform work. The contractor shall submit to the County such schedules of quantities, costs, progress schedules, payrolls, reports, estimates, records, and any other data the County may deem necessary.

Any work necessary to be preformed after regular working hours, on Sundays or on a Legal Holiday shall be performed without additional expense to the County.

3. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the project shall be purchased by the Contractor or any Subcontractor subject to any chattel mortgage or under a conditional sale contract or any other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims, and encumbrances.

4. INSPECTION AND TESTING OF MATERIALS

All material and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. All material testing shall comply with the corresponding section of the Ohio Department of Transportation Construction and Materials Specifications (CMS). Any additional testing requested by the County will be the County's responsibility. The County will select the laboratory or inspection agency and will pay all laboratory inspection costs and the fees of the inspection agency.

Should any work or material fail to meet the Engineer's approval, they will be promptly reconstructed, made good, replaced or corrected by the Contractor at his own expense for a period of one year of the final acceptance or the project. Rejected material shall be immediately removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct any portion of the work, the

compensation to be paid the Contractor shall be reduced by the amount the Engineer deems equitable. If the Contractor fails to begin work of making such repairs within a reasonable amount of time, the County shall cause the repairs to be made and shall charge the expenses incurred to the Contractor. Service of notice of required repairs shall be made by registered mail.

5. PROJECT SUPERINTENDENT

At the site of the work, the Contractor shall employ a construction superintendent or foreman, who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who will continue in that capacity for the full duration of the project, unless he ceases to be on the Contractor's payroll.

6. WORKMEN AND CONDITIONS

Incompetent, careless or disorderly foremen or workmen will not be allowed on the project. Offensive and unsanitary conditions will not be allowed to exist. The Contractor has sole responsibility for the safety, efficiency, and adequacy of his plant, appliances and methods and for damage, which may result from their failure or the improper construction, maintenance or operation.

7. SUBCONTRACTING

The Contractor may utilize the services of a Subcontractor on those parts of the project, where the work is usually done by a specialty Subcontractor. The Contractor shall not award any work to any Subcontractor without the prior written approval of the County. No approval will be given until the Contractor furnishes to the County written documents listing all his Subcontractors and the work to be performed by them. Should a Subcontractor be unacceptable to the County, the Contractor may procure another Subcontractor.

The Contractor will be responsible to the County for the acts and omissions of his Subcontractors as he is for the acts and omissions of the persons that are directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the County.

8. ENGINEER'S AUTHORITY

The Engineer shall determine the quality and acceptability of all work and materials, which are to be paid for under this contract and shall decide all questions, which may arise in relation to the project. The Engineer's estimates and decisions are final, except where herein otherwise provided. Also the Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or to be in dispute.

9. ESTIMATED QUANTITIES

The estimated quantities shown on the plans and bid sheet are for use in comparing bids and the right is reserved by the County to change these items as needed to complete the project.

10. CHANGES IN WORK

Without invalidating the contract, the County may order extra work or change the estimated quantities. The contract sum will be adjusted accordingly. Where it is necessary or desirable, the consent of the Surety will first be obtained.

Adjustments, if any, in the amounts to be paid to the Contractor by reason of such change, addition or deduction, shall be determined by either the unit prices contained in the Contractor's original bid, or an acceptable lump sum or unit price proposal from the Contractor. No claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County. The cost of the work is to be stated in the order. The claim can be presented with the first estimate after the work is done.

11. INCLEMENT WEATHER

During the suspension of work caused by inclement weather, the Contractor shall protect all work against any damage or injury due to the weather. If in the opinion of the Engineer, any work or material has been damaged by reason of failure on the part of the Contractor to protect his work; such materials shall be removed and replaced at the expense of the Contractor. Any delays caused by weather or seasonal conditions will be considered for an extension of time in accordance with the Ohio Department of Transportation Construction and Material Specifications Section 108.06.

12. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall at his own expense to take every precaution against injuries to persons or damage to properties; to store his equipment, materials, and supplies at the project site in an orderly fashion. Before the final payment, the Contractor shall remove all surplus material, false work, temporary structures, and debris of every nature resulting from his operation, and put the site in a neat and orderly condition.

13. TIME OF COMPLETION AND LIQUATED DAMAGES

The Contractor may start construction of the project as soon as the contract has been executed by the County and to fully complete the project by **June 30, 2023**. The project shall be executed at such a rate of progress as to insure completion within the specified time. If the project is not completed within the allotted amount of time or an extension thereof by the County, the bidder agrees to pay as liquidated damages the sum of **\$600.00** for each consecutive calendar day thereafter until completion of the project as per Table 108.07-1 in the Ohio Department of Transportation Construction and Material Specifications.

The Contractor shall not be charged liquidate damages when the County determines the Contractor could not complete his work do to an unforeseeable cause beyond the control and not the fault of the Contractor or a Subcontractor. Within ten (10) days from the beginning of the delay, the Contractor shall notify the county in writing of the cause(s) of the delay. The County within a reasonable amount of time will review and notify the Contractor of its decision in the matter.

14. PAYMENTS TO CONTRACTOR

The Contractor shall provide the Auglaize County Sanitary Engineer an estimate of work completed no later than the end of the first week of the month for the work preformed during the proceeding month. Progress payment will be based on an approved estimate of work performed. To insure the proper performance of the contract, the County will retain eight percent (8%) of the amount of each estimate until the final payment and acceptance of the completed project. After fifty percent (50%) of the work has been completed and progress has been satisfactory made, the County will no longer retain any funds and will certify 100% payment for all approved completed work for each estimate. Upon completion and acceptance of the project, the final payment will be made in full including all retained percentages less any authorized deductions. In preparing estimates, the material delivered to the site may be taken into consideration. All material covered by partial payments shall become the property of the County. This shall in no way relieve the Contractor from the sole responsibility for the care and protection of the materials or the replacement of damaged materials.

15. PAYMENTS BY CONTRACTOR

The Contractor shall pay for all transportation and utilities services not later than the twentieth (20th) day of the month following that in which the services are rendered. For materials and other expendable equipment, ninety percent (90%) of the cost shall be paid not later than the twentieth (20th) day of the month following delivery to the site, and the balance of the cost not later than thirty (30) days following the completion of that part of the work in which such materials and equipment are used. Subcontractors shall be paid not later than the fifth (5th) day following each payment to the Contractor. The Subcontractor shall be paid in the amount of his interest in the project.

16. PROJECT COMPLETION

The Contractor will upon completion of the project furnish satisfactory evidence that all obligations have been paid, waived, or discharged by him. If the Contractor fails to do so, then the County will withhold from the Contractor's payment a sum considered sufficient by the County until such evidence is provided. Any unpaid bills belonging to the Contractor or his Subcontractor(s) that are paid by the County will be considered as a payment made under this Contract to the Contractor. The acceptance of the final payment by the Contractor shall act as a release of the County for all claims and liabilities for things done or furnished in connection with the project. No payments shall operate to release the Contractor or his Sureties from any obligation under this Contract.

17. PERFORMANCE BOND

The Contractor shall furnish a performance bond in the amount of one hundred (100%) of the contract price as security for the faithful performance of this Contract. Auglaize County shall be named as bond obligee.

18. ADDITIONAL OR SUBSTITUTE BOND

If at any time the County for a justifiable cause shall become dissatisfied with any surety and the performance bond, then Contractor shall within five (5) days after notice from the County substitute an acceptable bond in such form and sum and signed by such Surety as may be satisfactory to the County. The Contractor shall pay the premiums. No further payments shall be deemed due nor shall be made until the new surety shall have been furnished an acceptable bond to the County.

19. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act of fault of the contractor or anyone employed by him, or if the Engineer should fail to issue an estimate for payment within seven days after it is due, or if the County fails to pay the Contractor within seven days of its maturity, then the Contractor may after giving seven (7) days written notice stop work or terminate this contract and recover from the County payment for all work executed, any loss sustained, reasonable profit, and damages.

20. COUNTY'S RIGHT TO TERMINATE CONTRACT

Should the Contractor or any of his subcontractors violate any of the provisions of the contract, the County may serve written notice to the Contractor and his Surety of its intention to terminate the Contract. The notice is to contain the reasons for termination. Ten (10) days after serving the notice the Contract will terminate, unless the Contractor has corrected the stated reasons. If the Surety does not commence work within ten (10) days of the mailing of the notice of termination, the County may take and complete the project. In such an event, the County may take possession of and utilize in completing the work, such materials, equipment, and plants as are on the site of the work. The Contractor and its Surety shall be liable to the County and ODOT for any excess costs occurred.

21. INSURANCE

The Contractor nor any Subcontractor shall not commence work under this contract until he has obtained from an insurance company authorized to do business in the State all the insurance listed below and such insurance has been approved by the County. Copies of the certificates showing the type, amount, and effective dates shall be sent to the

County. The policies should contain a statement similar to the following: "The insurance covered by this certificate will not be cancelled or altered, except after ten (10) days written notice has been received by the Owner."

WORKMAN'S COMPENSATION INSURANCE: The Contractor and all subcontractors shall maintain during the life of this contract Workman's Compensation Insurance for all of his employees that are to work at the site of the project. In case any employees are engaged in hazardous work at the project site and not covered under Workman's Compensation Insurance, the employer shall provide adequate liability insurance for such employees.

BUILDER'S RISK INSURANCE: Until the project is completed and accepted by the County, the Contractor is required to maintain insurance covering fire, wind, explosion, theft, vandalism, and other coverage providing for not less than \$50,000 for stored and installed material.

BODILY INJURY AND PROPERTY DAMAGE INSURANCE: The Contractor shall procure and maintain during the life of the contract Comprehensive Public Liability and Property Damage Insurance, and Vehicle Liability Insurance in the amounts specified below. The Contractor shall also require his Subcontractors to procure these three types of insurance in the amounts specified below or insure the activities of the Subcontractors under his own policy. The amounts of insurance shall not be less than \$1,000,000 for injuries including accidental death to any one person and subject to the limit for each person in the amount of not less than \$10,00,000 on account of one accident. Property Damage Insurance shall not be less than \$1,000,000 coverage. The policy shall also include underground utilities coverage for all projects requiring excavation and all damages of any kind caused by blasting, if explosives are used in the performance of the project.

The insurance coverage provided by the Contractor shall be of such nature as to indemnify and save harmless the County and the Engineer and their agents and employees for and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work constructed under this contract), including the loss of use resulting thereof and is caused in whole or in part by any negligent act or omission of the Contractor, Subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified herein. The Contractor, through his insurance coverage, shall defend any and all suits that may be brought against the parties indemnified on account of any such occurrences.

22. REQUIRED BID DOCUMENTS

As part of the bid package, the Contractor will be required to submit the following with his bid:

- Bid Sheet
- Bid Bond
- List of Subcontractors
- Non-collusion Affidavit
- Campaign Contributions Limitations Certifications
- Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization
- Federally Required EEO Certification

To the Auglaize County Board of Commissioners

Date set for Completion: June 30, 2023

The undersigned, having full knowledge of the site, plans and specifications for the following improvement and conditions of this proposal hereby agrees to furnish all services, labor, material and equipment necessary to complete the entire project according to the plans specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in the proposal.

The **TOTAL AMOUNT OF THE BID** based on the quantities below times the unit price specified by the bidder amount to the sum of:

_____ dollars (\$_____)

Item No.	Description	Qty.	Units	Unit Price	Total Amount Bid
202	Manhole Removed	5	Each		
202	Lamp hole Abandoned	1	Each		
202	Manhole Abandoned, as per plan	2	Each		
611	4" Storm Drain Repair	1	Each		
611	6" Storm Drain Repair	1	Each		
611	8" Storm Drain Repair	1	Each		
611	12" Storm Drain Repair	1	Each		
614	Maintaining Traffic	1	Lump		
624	Mobilization	1	Lump		
33 31 00	8" Sanitary Sewer	1,965	L.F.		
33 31 00	Sanitary Sewer Lateral	21	Each		
33 39 13	Sanitary Manhole, Type A, as per plan	7	Each		
33 39 13	Sanitary Lamp hole, as per plan	1	Each		

Total Amount of Bid	
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Engineer's Estimated Cost: \$409,750

The alternate bid items listed below, if chosen, shall meet all specifications as described in the plan set. The unit cost for each item shall be included in the bid sheet below. Auglaize County reserves the right to decide which, if any, alternate items are to be performed. The alternate bid items will not be included in the determination of low bidder.

Alternate Bid Items

Item No.	Description	Qty.	Units	Unit Price	Total Amount Bid
202	Manhole Removed	2	Each		
614	Maintaining Traffic	1	Lump		
33 31 00	8" Sanitary Sewer	362	L.F.		
33 31 00	Sanitary Sewer Lateral	3	Each		
33 39 13	Sanitary Manhole, Type A, as per plan	2	Each		

This page must be executed prior to submission of bid

The undersigned bidder hereby agrees that within ten (10) days from the date of the written notice of bid acceptance will enter into a contract with the Auglaize County Board of Commissioners and to have furnished the required performance bond in the amount of one hundred percent (100%) of the contract price or forfeit to the Auglaize County Board of Commissioners as liquidated damages the bid bond.

Dated the _____ day of _____, 20_____.

IF AN INDIVIDUAL, SIGN BELOW

Name: _____

Address: _____

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW

Trade Name: _____

Address: _____

By: _____ Sole Owner

IF A PARTNERSHIP, SIGN BELOW

Name: _____

Address: _____

By: _____ Partner

By: _____ Partner

By: _____ Partner

By: _____ Partner

IF A CORPORATION, SIGN BELOW

Name: _____

Address: _____

Incorporated under the laws of the State of _____

By: _____ Title: _____

The _____

of _____ is hereby offered as the Surety on the bid. If such surety is not acceptable to the Auglaize County Board of Commissioners, another and satisfactory surety company will be furnished.

The following persons, firms, or corporations are possible Subcontractors for the project. If no subcontractors are anticipated fill in NONE on the first line.

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Make additional copies as necessary.

Bid Bond

Know All Persons By These Present:

that we, the undersigned _____ as
principal, and _____ as sureties, are held
and firmly bound unto the Board of County Commissioners of Auglaize County, Ohio and ODOT in the
penal sum of dollars(\$ _____) which is 5% of the bid, for the payment of
which, well and truly to be made we hereby jointly and severally bind ourselves, our heirs and executors,
administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS such that if the attached proposal of

_____ for

SHERWOOD FOREST SEWER COLLECTION SYSTEM INSTALLATION is accepted and the

contract awarded to the above named bidder, and the said bidder shall, within ten (10) days after notice of
such award, enter into a contract in writing with surety or sureties to be approved by the Board of County
Commissioners and ODOT for the faithful performance of said contract, this obligation shall be void,
otherwise the same shall be in full force and virtue in law.

Signed this _____ day of _____ 20_____.

Principal

Surety

NONCOLLUSION AFFIDAVIT

STATE OF OHIO
COUNTY OF AUGLAIZE.

Bid Identification: SHERWOOD FOREST SEWER COLLECTION SYSTEM INSTALLATION

The undersigned, being duly sworn, deposes and says that he/she

(TITLE)

of _____
(NAME OF COMPANY SUBMITTING BID)

The party hereby submitting the bid:

- that such bid is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation
- that such bid is genuine and not collusive or sham
- that said bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a sham bid, or that anyone shall refrain from bidding
- that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract
- that all statements contained in such bid are true; and further, that said bidder, has not directly or indirectly submitted his bid price of any breakdown thereof, or the contents thereof, divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

By: _____
(Name & Title)

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary Public)

(Seal of Notary)

Campaign Contributions Limitations Certifications
ORC 3517.13 (I)(3) & (J)(3)

I, the undersigned, on behalf of the Bidder identified below, hereby certify that, within the two previous calendar years, no person identified below, as an individual and while in a position described below, has made one or more contributions totaling in excess of one thousand dollars (\$1,000.00) to the holder of the public office having ultimate responsibility for the award of the subject contract or to the public officer's campaign committee.

Said persons are:

- a) The individual owner, if the Bidder is a sole proprietorship; or
- b) Each partner or owner, if the Bidder is a partnership; or
- c) Each shareholder, if the Bidder is an unincorporated business or an association, including without limitation a professional association, estate or trust; or
- d) Each owner of more than 20% of a Bidder that is a corporation or business trust; and
- e) Each spouse of any person identified in (a) through (d), above; and
- f) Each child seven years of age to seventeen years of age of any person identified in (a) through (d), above; and
- g) Any combination of said person.

Signed this _____ day of _____, 20_____.

Bidder: _____

Signed: _____

Printed Name: _____

Title: _____



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date