205 S. Main Street • Urbana, Ohio 43078 • http://www.urbanaohio.com • 937-652-4300

Invitation for Bid
City of Urbana, Ohio
Water Division Pickup Truck

Date: May 16, 2012

Your sealed written bid is requested for: Pickup Truck for the City of Urbana Water Division per the specifications and quotation form. This specification is based on a pickup truck selected from (Index # GDC093)-Trucks, Utility Vehicles, and Cargo Vans Model Year 2012 available on state cooperative purchasing program contract with the Ohio Department of Administrative Services.

Bids shall be received in the City of Urbana Finance Office, Attn: Doug Crabill, 205 South Main Street, Urbana, OH 43078 via delivery or mail no later than: 10:00AM Thursday, June 7, 2012. Postmarks shall not be accepted.

Envelopes shall be plainly marked: Water Division Pickup Truck

Submit signed original bid. No copies are required to be submitted.

Contact Doug Crabill by written correspondence or via email (doug.crabill@ci.urbana.oh.us) with any questions about this bid document no later than 5:00PM on 5-31-2012. Any changes will be distributed to any known potential bidders and posted on our website at www.urbanaohio.com. All vendors are responsible for checking this site for any additional information.

General Bid Provisions

1) Bidder is encouraged to use the City's bid form that is enclosed, as none other will be accepted.
2) The bid response shall be legible and shall be given in the spaces provided.
3) A copy of the bid tabulation may be obtained on the city's website at www.urbanaohio.com.
4) All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this Invitation for Bid.
5) Bids are to include all shipping costs to the point of delivery as indicated above.
6) The City of Urbana is exempt from payment of federal excise taxes and state retail sales taxes (Federal Tax Exemption Registry Number is 34-640-1492-W).
7) State Manufacturer and Model No. of items you are bidding and send descriptive literature with your bid.
8) All attached bid forms shall be completed and returned. This section is denoted as required bid forms.
9) The City of Urbana shall reserve the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid that is deemed by City to be in the best interest of the City.
10) The City of Urbana reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.
11) The City of Urbana shall reserve the right to compare bid prices received through this bid process with the bid prices available through Ohio Department of Administrative Services for this vehicle.

City of Urbana, Ohio
BID

Bid Reply to Invitation to Bid: Water Division Pickup Truck
Bid No Later Than: 10:00AM Thursday, June 7, 2012

The City of Urbana is considering the purchase of one pickup truck for the Urbana Water Division. The specifications for the vehicle that we are considering for purchase are listed below. A specific brand is not required, although it may be desired. We will consider all types even if a specific brand is inadvertently mentioned in the specifications. Your detailed specifications on each vehicle must be included with your bid.

You may bid on any or all items. Please place "NB" for No Bid for any items that you are not apply to supply or provide a quotation for.

1. **Water Division** (Model Year 2012 or 2013, specify on bid form)
Pickup-Full Size, 2WD, Regular Cab, 6,400 lbs GVWR, 8' Bed, Flex Fuel (Qty 1) $_____/each

-Seating Capacity (3)
-# of Doors (2)
-Wheelbase (133 inches or equivalent)
-Single Rear Wheels (Required)
-Bed Length (8 ft.)
-Gross Vehicle Weight Rating (6,400 lbs. or equivalent)
-Base Curb Weight (4,750 lbs or equivalent)
-Payload (1,650 lbs or equivalent)
-Drivetrain (2WD)
-Engine Type (V6, 3.7L or equivalent)
-Alternative Fuel (FFV-E-85)
-Horsepower (302 HP or equivalent)
-Torque (287 ft-lbs or equivalent)
-Cooling System (h.d.a.)
-Automatic Transmission
-Limited Slip Differential (Mfg. Std.)
-Alternator (Mfg. Std.)
-Cargo Dome Lighting (Required)
-Battery (Mfg. Std.)
-Fuel Capacity (26 gallons or equivalent)
-Exterior Rearview Mirror (Dual)
-Keyed Door Locks Required
-Intermittent Window Wipers Required
-Color (Dark Blue Pearl)
-Air Conditioning Required
-Seat Covering (Vinyl)
-Floor Covering (Vinyl)
-Front Floor Mats Required
-Radio (Std. less SAT)
-Front Seat Type (Split Bench)
-Power Antilock Brakes (Front and Rear)
  -Required, 4 Wheel
-Restraint System (Required)
  -Driver and Passenger
-Supplemental Restraint System (Required)
  -Driver and Passenger
-Rear Bumper (Step-Type)
-Tires (All Season)
-Spare Tire (Full Size)
-Cruise Control/Tilt Wheel (Required)
-Mfg. Standard Warranty (3yr/36,000 miles)

Net Delivered Price $_____

Anticipated Delivery: ____ business days after placing order

Warranty good for ____ years/_____miles

Please note any exceptions to the specifications
here:_____
_____
_____
_____
_____

The undersigned hereby certifies that items furnished as a result of this bid will be in full accordance the City of Urbana specifications applying thereto unless exceptions are stated above. The City of Urbana reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid that is deemed by City to be in the best interest of the City. The City of Urbana reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.

All delivery costs are included in this bid quotation regardless of F.O.B. destination.

Prices shall remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Terms are payment upon delivery.

Bidding Company: _____

Address: _____

City: _____ State: _____ Zip: _____

By: _____(Name and Title, Authorized Representative of Bidder)

Signature:_____

Phone No.: _____ Fax No.:_____

Fed ID No.:_____

E-Mail Address: _____

City of Urbana
Standard Terms and Conditions

1. BILLING: All goods or services must be billed to the City of Urbana and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Finance Department within three business days or your disagreement is waived.

2. INVOICE: Prepayment or progress payments are not permitted unless prior authorization is obtained from the Finance Department. All invoices are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.

3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.

4. FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.

5. TAXES: The City of Urbana is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 36-640-1492-W. You are

responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.

6. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.

7. CANCELLATION: The City of Urbana reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.

8. DEFAULT PROVISIONS: In case of your default (defined as notified in writing by the City of Urbana you are in default and you have failed to cure the default within the time specified), the City of Urbana may procure the items from other sources and hold you responsible for any excess costs incurred thereby and any other damages permitted by law.

9. NO VERBAL AGREEMENTS: The City of Urbana will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Urbana.

10. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and hold harmless the City of Urbana, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.

11. INSPECTION: The City of Urbana may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Urbana including shipping and transportation charges.

12. WARRANTY: You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Urbana, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Urbana. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Urbana.

13. RISK OF LOSS: Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Urbana or to an agent or consignee duly designated by the City of Urbana at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Urbana. A packing slip must accompany each such shipment and if a shipment is to be a consignee or an agent of the City of Urbana, a copy of the packing slip shall be forwarded concurrently to the City of Urbana. If no such packing slip is sent, the count or weight by the City of Urbana or its agent or consignee is agreed to be final and binding on you with respect to such shipment.

14. HOLD HARMLESS: You shall indemnify and hold the City of Urbana, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suit, or liabilities (including attorney's fees of the City of Urbana) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Urbana upon or about in any way due to resulting from, in whole or in part, the

preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the negligence of the City of Urbana other than where the City of Urbana's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

15. INSURANCE: If requested by the City of Urbana, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Urbana, which policies shall be written so as to protect the City of Urbana and you form the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Urbana and proof of such insurance shall be furnished by you to the City of Urbana. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Urbana within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.

16. SPECIFICATIONS CONFIDENTIAL: Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this purchase order shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Urbana shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Urbana or a party duly authorized by the City of Urbana). Upon the City of Urbana's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Urbana.

17. EXAMINATION OF PREMISES: If work is to be performed hereunder on the premises of the City of Urbana, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.

18. CLEANING OF PREMISES: If work is to be performed hereunder on the premises of the City of Urbana, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.

19. EQUAL EMPLOYMENT OPPORTUNITY:

    (a) You agree that you will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

    (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.

20. AGREEMENT TO BE EXCLUSIVE: This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.

21. GOVERNING LAW: This purchase order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection

with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

22. ADDITIONAL RIGHTS: Any rights or remedies granted to the City of Urbana in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Urbana may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Champaign County, Ohio.

23. GOVERNING DOCUMENT: Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.

24. INDEPENDENT CONTRACTOR: The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Urbana.

Urbana
The heart of Champaign County

To: All Bidders

From: Doug Crabill, Assistant to the Director of Administration

Re: Submittal Requirements

Date: May 16, 2012

Dear Interested Bidders:

The bid specifications require you to submit the items listed below. The omission of any item called for by the bid document does not relieve you of the responsibility to comply with the requirement. Please review your specifications. This list is for your convenience only. If you do not have the listed items submitted, your bid may not be considered.

Please submit:

Bidder's Proposal
Delinquent Tax Affidavit
Non-Collusion Affidavit
Certification Against Debarment and Suspension
Unresolved Finding for Recovery Certification
Certificate in Compliance with Section 3517.13 (Campaign Contributions)
Anti-Terrorism Declaration Form
Certifications (corporation only)

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO

ss:

COUNTY OF _____

TO: City of Urbana

The undersigned, being first duly sworn, having been awarded a contract by you for the Water Division Pickup Truck, Urbana, Ohio, hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

_____
Affiant

Sworn to before me and subscribed in my presence this_____ day of _____, 2012.

_____
Notary Public

NONCOLLUSION AFFIDAVIT

State of Ohio

ss:

County of _____

Bid Identification: Water Division Pickup Truck

CONTRACTOR _____, being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____ the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed 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 put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of 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 OWNER 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 or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid any fee or 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.

_____

Affiant

Subscribed and sworn to before me this _____ day of _____, 2012.

_____

Notary Public

CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

_____

_____

_____

Signed: _____

Title: _____

UNRESOLVED FINDING FOR RECOVERY CERTIFICATION

I,_____
(Name of person signing affidavit) (Title)

do hereby certify that _____ **does not**
(Company or Individual Name)

have an unresolved finding for recovery issued by the Auditor of the State of

Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of_____, 20__.
(Date)

_____
Signature of Officer or Agent

_____
Name (Print)

STATE OF _____)
ss:
COUNTY OF_____)

Sworn to and subscribed in my presence this _____ day of _____, 20___.

_____
Notary Public, State of Ohio
My commission expires_____,20__.
Recorded in _____County

CERTIFICATE IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE FOR CONTRACTS AWARDED SEPTEMBER 29, 2009 AND THEREAFTER

I, _____, as an individual or as a representative
(Please print)
of _____, am submitting a bid for a contract
(Name of Company)
for_____ to be awarded by the City of Urbana.
(Type of Product or Service)

I hereby certify the following statements to be true with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13. I further state that I have the authority to make the following representation on behalf of myself or of the business entity:

1. That none of the following **individuals** has made one or more campaign contributions totaling in excess of $1,000 to any member of the Urbana City Council or their individual campaign committee within the previous twenty-four (24) months, and that if awarded a contract for the purchase of goods or services with an aggregate in excess of $10,000 in a calendar year, none of the following **individuals** shall, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, make one or more contributions totaling in excess of $1,000 to any member of the Urbana City Council or their individual campaign committee:
    a. An individual or sole proprietor;
    b. Any partner or owner of the partnership or unincorporated business;
    c. Any shareholder of an association;
    d. The administrator or executor of an estate;
    e. A trustee of a trust;
    f. The owner of more than 20% of a corporation or business trust;
    g. The spouse of any one of the above;
    f. Each child seven years of age to seventeen years of age of any person identified above.

2. That **no combination of the following** has made one or more contributions totaling in excess of $2,000 to any member of the Urbana City Council or their individual campaign committee within the previous twenty-four (24) months; and that if awarded a contract for the purchase of goods or services with an aggregate in excess of $10,000 in a calendar year, **no combination of the following**, shall, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, make one or more contributions totaling in excess of $2,000 to any member of Urbana City Council or their individual campaign committee:
    a. An individual or sole proprietor;
    b. Any partner or owner of the partnership or unincorporated business;
    c. Any shareholder of an association;
    d. The administrator or executor of an estate;

e. A trustee of a trust;
f. The owner of more than 20% of a corporation or business trust;
g. The spouse of any of the above;
h. Each child seven years of age to seventeen years of age of any person identified above;
i. Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

3. I recognize that any contract awarded to me/my company in violation of R.C. 3517.13 may be rescinded and that I/we may be either fined not more than one thousand dollars or an amount equal to three times the amount contributed in excess of the amount permitted by the applicable division, if I am found guilty.

4. I further recognize that, pursuant to R.C. 3517.992(R)(3), knowingly making a false statement on this certification is a fifth degree felony.

_____
Signature

_____
Title

_____
Date

Sworn to before me, and subscribed in my presence this ____ day of _____, 20____.

SEAL

_____
Notary Public

********** **FOR INSTRUCTIONAL USE ONLY** **********

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

  http://www.homelandsecurity.ohio.gov/dma/dma.asp

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).

- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

  Administration
  Ohio Bureau of Motor Vehicles
  Ohio Emergency Management Agency
  Ohio Emergency Medical Services
  Ohio Homeland Security*
  Ohio Investigative Unit
  Ohio Criminal Justice Services
  Ohio State Highway Patrol

- * DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

********** **FOR INSTRUCTIONAL USE ONLY** **********

OHIO DEPARTMENT OF PUBLIC SAFETY
EDUCATION · SERVICE · PROTECTION

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 by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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, financial services, 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.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME	FIRST NAME	MI

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	PHONE

BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY

BUSINESS/ORGANIZATION REPRESENTATIVE NAME	TITLE

DECLARATION

In accordance with section 2909.32 (A)(2)(b) 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.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
2. 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
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

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

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 above on of this declaration.

APPLICANT SIGNATURE	DATE
X	

CERTIFICATIONS

I, _____, certify that I am _____

of the corporation named as supplier herein; that _____, who signed

this agreement on behalf of the supplier was then _____ of said

corporation, and that said agreement was duly signed for and in behalf of said corporation by

authority of its governing body and is within the scope of its corporate powers.

Corporate
Seal

_____
Signature

_____
Print Name and Title

Date: _____