

# BOARD OF COUNTY COMMISSIONERS, BUTLER COUNTY, OHIO

315 High St., 6<sup>th</sup> Floor, Hamilton, OH 45011

## **REQUEST FOR PROPOSALS**

R.C. §§ 307.86(M) & 307.862

Pursuant to R.C. § 307.86(M), The Board of Commissioners, Butler County, Ohio (the “County”), as the County contracting authority for the User designated herein has determined that the use of competitive sealed proposals would be advantageous to the County for the acquisition of the goods or services described in this Request for Proposals (the “RFP”). Therefore, pursuant to R.C. § 307.862, the County hereby solicits sealed competitive proposals as described in this RFP.

### **A. Submission of Proposal:**

1. *Deadline for Submission of Proposals:* Wednesday, February 21, 2024 at 4:00 p.m. Proposals received prior to the deadline will be held and not be opened until the deadline.
2. *Proposals to be Delivered to:* Butler County Sheriff’s Office, Attn: Debra Maloney, 705 Hanover Street, Hamilton, OH 45011

### **B. Description of Project:**

1. *Project Name:* Butler County Sheriff’s Office Pole Barn Addition
2. *Contract No.:* 2024-002
3. *USER:* The contract to which this RFP relates is intended to be awarded by the County for the use of the Butler County Sheriff’s Office (the “Sheriff’s Office”)
4. *County Contact Person:* Debra Maloney, Assistant Finance Director, Butler County Sheriff’s Office, 705 Hanover Street, Hamilton, Ohio 45011, [dmaloney@butlersheriff.org](mailto:dmaloney@butlersheriff.org) or Sergeant Mike Matala, [mmatala@butlersheriff.org](mailto:mmatala@butlersheriff.org).
5. *Brief Description of Project:* The Sheriff’s Office desires to receive proposals for an addition (lean-to) to an existing pole barn located at the Butler County Sheriff’s Office, 705 Hanover Street, Hamilton, Ohio. The intended purpose of the project is to increase the capacity and storage availability for Sheriff’s Office equipment.
6. *Please see Exhibit A for additional information.*
7. *Potential Partial or Multiple Party Awards:* The County reserves the right to award upon recommendation of the Sheriff’s Office any, none, or part of the project to one or more Contractors for designated portions of the project.
  - a. In the event that County elects to award multiple contracts concerning the project, the Sheriff’s Office or its designee shall assume responsibility for coordination of the multiple contracts unless County expressly designates that the recipient of one of the awarded contracts shall be responsible to coordinate the multiple contracts.
8. *Intended Contract Duration:* To be determined based on the Project.
9. *Implementation Start and Completion Date:* **BCSO would prefer the construction start date as soon as possible but no later than April 1, 2024. Completion date will be determined at the time the contract is awarded.**



C. **The Request for Proposals:**

1. A list of specifications for this project is contained in the Exhibit A attached hereto.
2. A full copy of this RFP, together with all documents incorporated by reference into the RFP, is available to the public and may be obtained by either:
  - a. Download from the County's website at <https://bids.bcoho.gov> or [www.butlersheriff.org](http://www.butlersheriff.org) – Bid Opportunities.
  - b. A written request directed to the County's Contact Person as designated in this RFP.
  - c. Drawings and Specifications are not available. The Contractor will be required to attend the mandatory pre-proposal site visit in order to obtain the information necessary for prepare drawings, plans and specification for project completion.
3. County reserves the right to issue one or more addendums modifying the requirements or terms of this RFP.
  - a. A copy of each addendum will be:
    - i posted on the County and Sheriff's websites: <https://bids.bcoho.gov> or [www.butlersheriff.org](http://www.butlersheriff.org) – Bid Opportunities, it will be the bidder's responsibility to monitor the websites for any addendum.

D. **Prohibited Contacts:** To protect the integrity and fairness of the proposal process, unauthorized communications and other behavior by any prospective Contractor that violates or attempts to manipulate the RFP process in any way may result in the rejection of the offender's proposal.

1. Except as expressly authorized herein, neither a person/entity interested in submitting a proposal, a Contractor, nor their authorized representatives are permitted to communicate with Individuals Associated with this Project during the proposal process.
2. Authorized communications are as follows:
  - a. Prior to the date set herein for the receipt of proposals, persons or entities interested in submitting a proposal may submit written questions requesting clarification of information provided in this RFP. All such questions shall be submitted by email to the County Contact Person designated in this RFP. All answers will be shared with all other proposers and known perspective proposers.
  - b. Communications in connection with negotiations between the County and the Contractor who submits the proposal that County determines is the most advantageous to the County based on the rankings performed by County.
3. As used in this RFP, the term "Individuals Associated with this Project" is defined as:
  - a. County's elected officials;
  - b. The County Contact Person designated in this RFP; and
  - c. County employees (including but not limited to the designated Sheriff's staff) involved with development, management, and administration of this RFP and/or the process of evaluating proposals submitted in response to this RFP.

E. **Form of Proposals:** Each proposal submitted in response to this RFP shall:

1. Be submitted in writing and be responsive to the requests for information requested in this RFP.
  - a. The submittal shall contain an original and one (1) copy of the proposal.



- b. The proposal shall contain the signature of a person who is duly authorized to submit the proposal on behalf of the Contractor.
  - c. The proposal shall contain the content and be organized in the format specified below:
    - i. Each page of the proposal must be numbered sequentially at the bottom of the page.
    - ii. All narrative information must contain a heading which clearly indicates the subject matter of the narrative.
  - d. The proposal must be consistent with applicable federal regulations, State of Ohio policies, and County policies and procedures.
2. Contain the full legal name and mailing address of the principal place of business of the person/entity submitting a proposal (the "Contractor").
- a. If the Contractor is a sole proprietor, the Contractor shall identify any trade name or fictitious name under which the Contractor conducts his/her business.
  - b. If the Contractor is a corporation, limited liability company, limited partnership, limited liability partnership, or other form of business entity, the Contractor shall identify its form of business entity, any trade name or fictitious name under which the Contractor conducts its business, and whether the Contractor is licensed to do business in the State of Ohio.
3. Identify the name, postal mailing address, telephone number, and email address of the person(s) who is/are:
- a. Responsible for preparation and submission of the proposal;
  - b. Authorized to respond to County's questions or requests for additional information related to evaluation of the proposal;
  - c. Conduct negotiations on behalf of the Contractor; and
  - d. Authorized to sign contract documents on behalf of the Contractor.
4. Fully respond to questions and requests for information set forth in this RFP. The required information may include, but not necessarily be limited to:
- a. A description of the Contractor's business information including duration of business activity;
  - b. Contractor's experience with like or similar projects;
  - c. References from Contractor's representative clients/customers;
  - d. Contractor's key personnel who will be involved in the project; and
  - e. Disclosure of litigation or known claims pending or asserted against Contractor.
5. Disclose the name, address, phone number, other contact information, and scope of provided services/goods for each manufacturer, seller, subcontractor, and consultant who will assist the Contractor with the performance of the functions and duties in connection with the project.
6. Fully complete the Attachments attached to this RFP.
7. If County has described supplies, services, or both that may be subject to a partial award or multiple awards, each proposal must specify:
- a. Which portion(s) of those supplies, services, or both the Contractor is proposing to provide; and



- b. If the Contractor is proposing any differential pricing model based upon the scope of the contract which might be awarded to the Contractor, including but not necessarily limited to:
    - i A premium in the event that less than the entire, or a specified portion, of the project scope would be awarded to the Contractor; or
    - ii A discount in the event that the entire, or a specified portion, of the project scope would be awarded to the Contractor.
8. If a proposal contains any information which the Contractor believes is a trade secret or is otherwise entitled to protection as proprietary information, the Contractor has the sole responsibility to clearly identify and delineate the protected information and to otherwise take reasonable measures necessary to protect against the unauthorized disclosure of the protected information.

**F. Units of Measurement:**

1. All price or cost information contained in each proposal shall be stated in US dollars.
2. Unless otherwise expressly specified in the RFP, all quantities described in the RFP and each proposal shall be stated in English units of measurement (*i.e.*; metric units of measure shall not be used).
3. Unless otherwise expressly stated in this RFP, all time periods described in this RFP are expressed in terms of calendar days.

**G. Proposal Evaluation Process:**

1. Each proposal received by the proposal submission deadline as stated in this RFP shall be promptly opened by County and reviewed to determine whether the proposal complies with the requirements prescribed by the RFP and by Ohio law.
  - a. County shall open all timely submitted proposals in a manner that prevents the disclosure of contents of competing proposals to competing Contractors.
  - b. Proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the contract.
  - c. Any proposal which County determines fails in any material respect to comply with requirements prescribed by the RFP and by Ohio law shall be rejected and returned to the Contractor without further proceedings.
2. Each proposal which County determines substantially complies with requirements prescribed by the RFP and by Ohio law will be evaluated and ranked by County staff using the factors and criteria developed by the Sheriff's Office which are listed in the Exhibit A attached to this RFP.
  - a. County may initiate and conduct discussions with Contractors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in this RFP, and accord fair and equal treatment with respect to any opportunity for discussion with Contractors to provide any clarification, correction, or revision of proposals.
  - b. If County determines that discussions with one or more Contractors are necessary, those discussions will be conducted in such a manner as County determines necessary to avoid disclosing any information derived from proposals submitted by competing Contractors during those discussions.



H. **Rejection of Proposals:** County reserves the right to reject, in whole or in part, any proposal which County determines:

1. Contains material exception(s) by the Contractor to the terms and conditions of this RFP;
2. Fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in this RFP;
3. Submits prices that County considers to be excessive, compared to existing market conditions, or determines exceed County's available funds; or
4. Would not be in the best interest of the County based upon the factors and criteria described in Exhibit A.

I. **Negotiations:**

1. After completion of the evaluation and ranking process described in this RFP, County will negotiate with the one Contractor who submitted the proposal that County determines to be the most advantageous to the County based on the rankings, including any adjustment to those rankings based on discussions described above.
2. County reserves the right to require that the Contractor provide demonstrations or samples as a part of the negotiations.
3. All of the Contractor's activities in connection with the making of a proposal and conducting negotiations with County shall be at the Contractor's sole cost and expense.
4. *Termination of Negotiations*
  - a. A Contractor engaged in negotiations with County may terminate the negotiations by providing the County with written notice of the Contractor's withdrawal of the Contractor's proposal at any time prior to the County's award of a contract.
  - b. County may terminate negotiations with a Contractor at any time during the negotiation process by providing the Contractor with written notice of the Contractor's failure to provide the necessary information for negotiations in a timely manner or the Contractor's failure to negotiate in good faith, including but not limited to the Contractor's refusal to accept the contents of this RFP and the commitments contained in the Contractor's proposal.
    - i. County's written notice shall provide the Contractor with commercially reasonable notice as to the reasons why the Sheriff's Office has decided to terminate the negotiation process.
    - ii. Unless within five (5) business days of the written notice the Contractor cures the deficiencies described by County in its written notice, the negotiation process between County and the Contractor shall be terminated.
5. If either the Contractor or County terminates the negotiation process, County may commence negotiations with the Contractor whose proposal is ranked the next most advantageous to the County according to the evaluation factors and criteria described in this RFP.

J. **Contract Award:**

1. Following the evaluation and ranking of the proposals submitted in response to this RFP and the negotiations described herein, County may award a contract to the Contractor whose proposal is determined to be the most advantageous to County.
  - a. To the extent described in this RFP, County may award a contract in whole or in part to one or more Contractors. The RFP shall be held firm for a minimum of ninety (90) days.



- b. The Sheriff's Office shall send a written notice to the Contractor to whom the County wishes to award the contract and shall make that notice available to the public.
  - c. The Contract Documents upon which the contract award and any executed agreement are based shall include the final executed agreement between the County and the Contractor, this RFP (including any addenda issued by the County), and the Contractor's proposal. In the case of any conflict between the terms of any of the Contract Documents, the following order of precedence shall prevail:
    - i The executed agreement, including any exhibits or attachments thereto; and
    - ii This RFP.
  - d. The contract award will not be final until the County and the successful Contractor have executed a mutually satisfactory contractual agreement.
  - e. No contract performance may begin prior to the execution of a contractual agreement between the successful Contractor and County.
  - f. Butler County reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the service purpose or content substantially or to prohibit such service.
2. Within a reasonable time period after the award is made, County shall notify all other Contractors that the contract has been awarded to another Contractor.

**Cancellation of the RFP:** County may cancel or reissue this RFP if any of the following apply:

3. The supplies or services offered through all of the proposals submitted in response to this RFP are not in compliance with the requirements, specifications, and terms and conditions set forth in this RFP;
4. The prices submitted by the Contractors are excessive compared to existing market conditions or exceed the County's available funds; or
5. County determines that award of a contract would not be in the best interest of the County.

**K. Other Information:**

1. *Warranties.* Contractor must warrant that all services and goods provided by Contractor in connection with the project comply with the terms of the Contract Documents and will be free from defects for one year after County's acceptance thereof. Contractor shall also assign to the County all manufacturer's warranties applicable to goods provided by Contractor in connection with the project.
2. *Non-solicitation.* During the term of the agreement arising from this RFP and for one-year thereafter, Contractor shall not employ nor solicit for employment any current employee of the County unless such employee was terminated by County without just cause.
3. *Proprietary or Non-public Information.* Contractor shall maintain the confidentiality of any proprietary or otherwise non-public records and information contained in such records which is disclosed to Contractor in connection with the negotiations described herein or the Contractor's performance of an agreement resulting from those negotiations.
4. *Compliance with Laws.* The performance by Contractor and its employees pursuant to the Contract Documents shall comply with all federal, state, and local laws, regulations, and policies/procedures.



**Exhibit “A”**  
**Specifications for Project**

The Butler County Sheriff's Office is accepting proposals for an addition (lean-to) to an existing pole barn located at the Butler County Sheriff's Office, 705 Hanover Street, Hamilton, Ohio. The intended purpose of the project is to increase the capacity and storage availability for Sheriff's Office equipment.

**Bidder Requirements:**

A mandatory pre-proposal site visit is scheduled for Friday, January 31, 2024 at 9:00 a.m. at 705 Hanover Street, Hamilton, Ohio. Please email RSVP to Sergeant Mike Matala at [mmatala@butlersheriff.org](mailto:mmatala@butlersheriff.org) and Debra Maloney at [dmaloney@butlersheriff.org](mailto:dmaloney@butlersheriff.org). No Questions and Answers will be provided during the pre-proposal site visit. All Questions and Answers must be emailed to Debra Maloney at [dmaloney@butlersheriff.org](mailto:dmaloney@butlersheriff.org) after the completion of the onsite inspection. The questions and answers will be provided as an addendum in a separate document on the Sheriff's and/or Commissioners' website where all bidders will have access to this information.

Contractors are responsible for including all pertinent product data (if applicable) in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, should also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**Please note:** Drawings and Specifications are not available. The Contractor will be required to attend a mandatory pre-proposal site visit in order to obtain the information necessary to prepare drawings, plans and specifications for project completion.

The current building is a **Pole Barn Style Metal Building** with a roof of galvalume finished 26-gauge screw down panels; siding of 26-gauge siliconized polyester finished panels with exposed fasteners and corner trims and eave trims.

**General Construction:**

- The Contractor shall install a 22' x 200' x 15' addition (lean-to) to an existing 60' x 200' pole barn. The lean-to shall include but is not limited to a metal roof and concrete slab floor.
- Northeast wall 200' x 15' shall match existing metal siding;
- Include a 2' corner all at the north and south end openings with matching siding;
- Support footers shall be 24' x 5' deep and 12" concrete that complies with local and state building codes;
- Utilize 3-ply laminated post 8' on center;
- Utilize ½" rebar in bottom of post for hold-down to support poles/footers;
- Include 2" x 4" wall purlins 2' on center;
- Utilize 2" x 6" wainscoting seam on the outside of the building;
- Utilize two (2) – 2" x 12" headers fasten with 4" Torx lag bolts throughout the building;



- Utilize manufactured trusses 4” on center;
- Utilize THA218 Simpson Truss Hangers;
- Additional lumber will be needed to connect the lean-to roof to the existing roof;
- Utilize 2” x 4” roof purlins 2’ on center;
- The roof shall be a sloped screw down roof that complies with local and state building codes and will be attached to existing building;
- Utilize roof vapor barrier on metal roof must match existing roof;
- All exterior metal and trim to be included must match existing building;
- 6” x 200’ gutter downspouts;
- Contractor shall include cost estimate to repair, or restore landscape surrounding the building, if damaged. Seeding of disturbed area must be included.
- Contractor must include labor cost for entire project.

**Concrete:**

- Concrete slab must be 22’ x 200’ x 6” thick;
- Include fibermesh;
- Concrete should be 4,000 psi mix;
- Gravel backfill within the building;
- Saw cut concrete to avoid cracking;
- Cure and seal final floor;
- Utilize gravel base;
- Utilize 6 mil vapor barrier.
  
- The Contractor shall be responsible for:
  - Project management
  - Site supervision
  - Project accounting
  - Construction debris removal
  - Final cleaning
  - Builders’ risk and liability insurance
  - Freight charges
  - Building permits – The contract will be responsible for paying the permit fee at the City of Hamilton Building Department.

**Bid Bond and Performance Bond**

Each bidder shall file a bid guarantee in the form of either a bond for the full amount of the bid or A certified check, cashier’s check, or letter of credit pursuant to Chapter 1305 for the Revised Code in an amount of 10% of the bid. If filing a certified check, cashier’s check or letter of credit and the bidder is awarded the contract the bidder shall, at the time the contract is entered to, file a performance bond for the full amount of the contract to indemnify the County.

All bid bonds or equivalent security must state that if the bid is accepted, the bidder will enter into a proper contract in accordance with the bid, plans, details, and specifications at the time of the award of the contract. If the bidder fails to enter into a contract and the contracting authority awards the bid to the next lowest bidder, the original bidder and the surety on the bond are liable for the lesser or any



difference between the bid and that of the next lowest bidder or for a penal sum not to exceed ten per cent of the amount of the bond. If the contracting authority does not award the contract to the next lowest bidder but resubmits the project the original bidder is liable for the lesser of a penal sum not to exceed ten percent of the amount of the bid; or the costs in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders.

All bid guaranties or equivalent security must be payable to the County. If in monetary form the bid guarantee must be given to the county treasurer to deposit in an appropriate account until a contract is signed or the bidding process is otherwise complete. A bid bond must be by a surety company authorized to do business in Ohio as surety and approved by the contracting party.

All bid bonds or equivalent security and all performance bonds must indemnify Butler County against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, and specifications therefor and to pay all lawful claims of subcontractors, material suppliers, material suppliers, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and agree this is for the benefit of Butler County and any subcontractor having a just claim. If a bid bond is submitted in the form of a certified check, cashier's check or letter of credit the successful bidder must file a performance bond at the time of the award of the contract for the full amount of the contract.

## **Insurance**

The contractor shall carry appropriate insurance on its employees, products and property, including Worker Compensation and general liability, in the minimum coverage amount of \$1,000,000.00 with an Umbrella policy of \$2,000,000.00.

The contractor shall provide the County, not later than the date of commencement of service under the contract, with certificates of insurance for the foregoing coverages that designate Butler County, Ohio as an additional insured with respect to the Contractor's participation in the contract and which include a provision that the coverage shall not be cancelled, terminated or otherwise modified without a 30-day prior written notice provided to the County. Cancellation of insurance will be cause for immediate cancellation of the contract.

The County requires reimbursement by the successful bidder for any expenses paid to County employees, by way of Worker's Compensation, when that injury has been caused by the negligence of the provider of the services or goods required by the contract.

## **Prevailing Wage – only applicable if bid is over \$250,000**

Ohio's prevailing wage law will apply to this contract if the total bid package exceeds \$250,000, as involved work upon a public improvement. Prevailing wage rates at the time of the contract will be included. The rate of pay set forth in those prevailing wage rate schedules and as the same are modified from time to time during the performance of the contract shall be binding pay obligations of the successful bidder/contractor and any of its subcontractors. The County directs bidder's attention to the website of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau website, [https://www.com.ohio.gov/documents/dico\\_prevailingwagecontractorrequire.pdf](https://www.com.ohio.gov/documents/dico_prevailingwagecontractorrequire.pdf) for information.



## Exhibit “B”

### **Proposal Format and Attachments**

The proposal and proposal addenda shall be submitted in the following sections in the following order:

**SECTION 1. Contractor Information.** Provide for each Contractor, Joint Contractor, and Subcontractor (if available):

- A. Full legal name(s) (including any trade name), address, telephone number, and contact person
- B. If other than a sole proprietor, form of business entity, state, and date of incorporation
- C. Name, address, and phone number of each principal
- D. Year established and any former business names
- E. Number of current installation sites for like or similar projects
- F. Pending litigation and Asserted Claims
  1. Currently pending litigation
  2. Asserted claims (including claims for liquidated damages)
  3. Any litigation filed or resolved within the past five years
  4. Any claims (including claims for liquidated damages) asserted, resolved, or settled within the past five years

**SECTION 2. Product and Service Description:** This section should contain an item-by-item response to the items listed in Exhibit “A” *Description of Services and Goods to be provided for Project*. A detailed cost projection based on the set of plans and/or specifications provided by the Architect. Screen captures or other brief materials that may serve to assist in describing the functionality may be attached to your response as an Appendix. Any material attached as an Appendix should be specifically referenced from the body of the response.

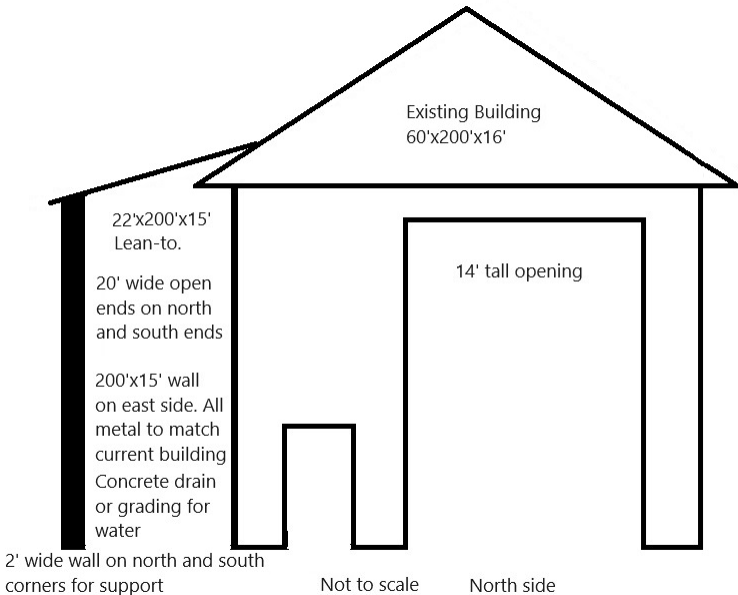
**SECTION 3. Cost Proposal:**

- A. Please identify the Proposal Quotation Sheet with a “TAB” for location at proposal opening.
- B. Please ensure your cost proposal includes any and all costs (if applicable) required for:
  1. One-time setup fees;
  2. Maintenance;
  3. Per item fees;
  4. Convenience fees;
  5. Any additional fees or charges not addressed in this RFP; and
  6. Percentage increase in cost for optional renewal years.

**SECTION 4. Certificates and Additional Required Forms:** This section should include the original forms, completed as required. Only the original copy of the proposal is required to have content in this section. Failure to include these forms/items with proposal may be reason for proposal disqualification.

**SECTION 5. Appendices as Necessary:** The Contractor should attach any additional related material that is referenced in the earlier sections of their response.







































Form <b>SUB W-9</b> (Rev SEPT 2022)	<b>Butler County Ohio</b> <b>Substitute Form W9 / Ohio Reporting Form</b> <b>Request for Taxpayer Identification Number and Certification</b>
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In order to maintain Butler County's supplier records in compliance with the Internal Revenue Service regulation 1.0641-1 and Ohio Revised Code section 3121.89-3121.8911, please **complete** and return by **email to AP@butlercountyohio.org** or by mail to:

**Auditor of Butler County**  
**130 High Street, Fiscal Services Dept.**  
**Hamilton, OH 45011**

To **properly complete** the form, the following information must be provided:

1. Part I, line 1, enter the business owner's name (if applicable), part 1, line 2, business name (if applicable), federal tax classification, and address.
2. Part II, you must provide either a Taxpayer Identification Number (TIN) or Social Security Number (SSN)
3. Part III, **you must check "Yes" or "No"** to the question about providing goods or services as the sole owner of your business. If you check the **"Yes"** box to indicate that you are the sole owner, you must provide your name, the first date of providing goods or services for Butler County, **birth date**, and **description** of the type of good or service you will provide the county.
4. Part IV, you must answer this question if Part III is answered "Yes". Answer "Yes" only if you are receiving retirement or disability payments from Ohio Public Employees Retirement System (OPERS) or any other Ohio pension system (SERS, STRS etc)
5. Part V, **sign** the form and **enter today's date**.

For definitions of Part I and II of this form, please refer to IRS Form W-9.

<b>Part I Business Ownership and Address Information</b>			
Name (as shown on your income tax return). <b>DO NOT LEAVE BLANK.</b> If you are an individual or file under your name put your name here.			
Business name/disregarded entity name, if different from above.			
Check appropriate box for federal tax classification: (check only one box) If Individual PART III below is ALWAYS "YES"			
<input type="checkbox"/> Individual/Sole Proprietor (or single-member LLC) <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate			
<input type="checkbox"/> Limited Liability Company – Tax classification ( <u>C</u> = C Corp, <u>S</u> = S Corp, <u>P</u> = Partnership) _____			
<input type="checkbox"/> Other _____ <input type="checkbox"/> Exempt from backup withholding			
Address Line 1 (number, street, and apt. or suite no.)		Requestor's name and address:  <b>Auditor of Butler County</b> <b>130 High Street, 4th Floor</b> <b>Hamilton, OH 45011</b>	
Address Line 2			
City, state, and ZIP code			
<b>Part II Taxpayer Identification Number (TIN) and Social Security Number (SSN)</b>			
For suppliers that have a TIN, this must be entered.			
For individuals, sole proprietors, and corporations owned by an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. You may enter your business or DBA name on the Business name line.			
Taxpayer Identification Number (TIN):		<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
and / or			
Social Security Number (SSN):		<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
<b>Part III Additional Information Required by the State of Ohio for Independent Contractors</b>			
Will you receive payments from Butler County as either an individual, sole owner of a business, or single-member LLC?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		If "Yes" is checked, you <b>MUST</b> complete the information below for name, date good or service provided, birth date, and description of the nature of your financial transactions with the county.	
Printed first name, middle initial, and last name		Date good or service provided (MM / DD / YY)	Birth date (MM / DD / YY)
		/ /	/ /
Describe the Nature of the transactions you will be engaged in with Butler County			
<b>Part IV Additional Information Required by the State of Ohio for Public Employees</b>			
Are you currently receiving a pension benefit from Ohio Public Employees Retirement System (OPERS) or any other Ohio retirement system?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		If you are an individual, the sole owner of your business, a single-member LLC, or a disregarded entity and have answered Part III "Yes", you must answer this question "Yes" or "No". If you answer "Yes" please fill out the SR-6 Form (Notice of Re-Employment of an OPERS Benefit Recipient)	
<b>Part V Certification</b>			
<b>Under penalties of perjury, I certify that:</b>			
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).			
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 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.			
3. I am a US person (including a US resident alien).			
<b>Certification Instructions:</b> You must cross out exempt from backup withholding 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.			
<b>The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.</b>			
Signature of U.S. person _____		Date _____	





The Butler County Auditor's Office offers the ability for vendors to receive payments from the County electronically, rather than by check. Payments can be deposited into a checking or savings account of your choice. In addition, you will be notified of the deposit by e-mail. The e-mail will provide all the information that would normally print on the check stub. To receive payments electronically, you must complete this form and return to the address above with a voided check or bank letter containing routing/account information. The first payment processed after we receive all documentation will continue to be a paper check. Once we are able to verify the banking information provided, via the prenote process, all future payments will be sent electronically.

<b>Action:</b>	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>CHANGE/UPDATE</b>	<input type="checkbox"/> <b>INACTIVATE</b>
<b>Payee Name:</b>			<b>Phone No:</b>
<b>Taxpayer ID:</b>	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		<b>Butler County Employee:</b> YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>SSN:</b>	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
<b>Address:</b>			
<b>E-mail (Required):</b>			
<b>Bank Name:</b>			
<b>Bank Routing Number:</b>		<input type="checkbox"/> <b>Savings Acct No:</b>	
		<input type="checkbox"/> <b>Checking Account No:</b>	

**ATTACH VOIDED CHECK OR A BANK LETTER CONTAINING ACCOUNT AND ROUTING INFORMATION**

**Authorization:** This authorizes the Butler County Auditor's Office to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account indicated above and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. I understand and accept the conditions of participation in the direct deposit program.

This authorization will be in effect until the Butler County Auditor's Office receives a written termination notice from myself and has a reasonable opportunity to act on it.

<b>Print Name</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>





# NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System  
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965  
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

**Employer:** Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to [employeroutreach@opers.org](mailto:employeroutreach@opers.org).

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

## STEP 1: Personal Information

First Name

MI

Last Name

Date of Birth:    Month    Day    Year

## STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

B U T L E R    C O U N T Y

Employer Contact

First Name

MI

Last Name

J I L L

M

C O L E

Employer Code

2 0 2 5

Employer Contact Phone Number

5 1 3 — 8 8 7 — 3 1 5 5

Service Provided to Public Employer

Start Date of Service

Month    Day    Year

End Date of Service

Month    Day    Year



### STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. A copy of this form must be sent to OPERS.

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name



## CIVIL RIGHTS COMPLIANCE

Vendor agrees that in the performance of this agreement there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

\_\_\_\_\_  
Signature of Representative of Vendor

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

Attachment A



STATE OF OHIO )  
 )ss.  
COUNTY OF )

Page 1 of 1



## NON-COLLUSION AFFIDAVIT

STATE OF OHIO )

)SS.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_,  
(name of party signing affidavit)

(title)

being duly sworn, do depose and say:

That \_\_\_\_\_  
(Name of Individual or Company)

its agent, officers or employees have not directly or indirectly entered into any agreement,

participated in any collusion, or otherwise taken any action in restraint of free competitive bidding

in connection with this proposal.

(Signature)

(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(NOTARY PUBLIC)

SEAL

Ohio

My commission expires