

EXPENDITURE CONTRACT ROUTING COVER SHEET

SEE PAGE 2 FOR INSTRUCTIONS
TO BE COMPLETED BY DEVELOPMENT PROGRAM MANAGER

VENDOR NAME (exactly as it is in D365): Inservice Training Network

VENDOR ACCOUNT NO. 005113 CONTRACT COMPLIANCE END DATE: 10/18/2024

CONTRACT TYPE Service Contract
(see legislation and select from the drop down menu)

FUND NAME [and Program Name, if grant funded]: Healthy Homes Program

ORIGINAL AMOUNT: \$ 10,000.00

MOD/RENEW 1 AMOUNT: _____ ORD. #: _____

MOD/RENEW 2 AMOUNT: _____ ORD. #: _____

MOD/RENEW 3 AMOUNT: _____ ORD. #: _____

MOD/RENEW 4 AMOUNT: _____ ORD. #: _____

*TOTAL CONTRACT AMOUNT: \$ 10,000.00
*(Original + Mod/Renewal = Total contract amount)

SAM.gov UEI ZNHRE7PTKJ77 CONTRACT PERIOD: Date of PO thru 12/31/2023
(Required for all federal funded agreements)

PROGRAM MANAGER: Patricia Chatman TODAY'S DATE: 04/13/2023

ROUTING PROCEDURE DATE INITIAL

Step 1 Program Manager Completes Date Ordinance Approved by Council: <u>N/A</u> Ordinance Number: <u>N/A</u> ACPO Number: <u>N/A</u>		
Step 2. Program Manager Completes IDIS Number (CDBG, HOPWA, and HOME projects only) _____		
Step 3. FISCAL Completes Fiscal Manager Approval	<u>AZ</u> <u>4/14/2023</u>	
Step 4. FISCAL Completes PO Number <u>380461</u>	<u>KK</u> <u>4/17/23</u>	

THE FOLLOWING DOCUMENTS MUST BE ATTACHED, IN THIS ORDER WITH THE COVERSHEET ON TOP

(put a ✓ next to the document attached)

✓	SAM.gov printout
✓	Ohio Aud of State printout
	Ohio Sec of State printout, if required
✓	Signed Contract with Exhibit A, and others as required
✓	Insurance, if required
✓	Workers' Comp, if required

G442200



INSERVICE TRAINING NETWORK INC., THE

Unique Entity ID ZNHRE7PTKJ77	CAGE / NCAGE 1LEP7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 24, 2023	
Physical Address 705 Lakeview Plaza BLVD STE D Worthington, Ohio 43085-4779 United States	Mailing Address 6813 Flags Center DR Columbus, Ohio 43229-1565 United States	

REGISTRATION INFORMATION

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Ohio 03	State / Country of Incorporation Ohio / United States	URL (blank)

Registration Dates

Activation Date Aug 25, 2022	Submission Date Aug 24, 2022	Initial Registration Date May 17, 2006
--	--	--

Entity Dates

Entity Start Date Aug 8, 1996	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

ACTIVE EXCLUSIONS RECORDS

Active Exclusions Records?

No

NON-SENSITIVE INFORMATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

BUSINESS TYPES

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Business Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1LEP7

Business Information

Electronic Business

☒
KURT VARGA
6813 Flags Center DR
Columbus, Ohio 43229
United States

Government Business

☒
KURT VARGA
6813 Flags Center DR
Columbus, Ohio 43229
United States

Past Performance

☒
KURT VARGA
6813 Flags Center DR
Columbus, Ohio 43229
United States

Business Information

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	624310	Vocational Rehabilitation Services

Business Information

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States Ohio	Counties (blank)	Metropolitan Statistical Areas (blank)
----------------	---------------------	---



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **inservice training network**
Date: **4/13/2023 8:36:35 AM**

This search produced the following list of **37** possible matches:

Name/Organization	Address
Dawkins, Henry	7521 Ross Ave.
Educational Institute of Learning and Innovation	2935 Lafeuille Avenue
Feakins, Randy	107 Wall Street
Gaskins, Francis	P.O. Box 88
Hopkins, Rebecca	1958 Indian Woods Lane
Hopkins, Karla	28012 Gardenview Drive
Institute of Charter School Management and Resources	368 South Patterson Boulevard
Institute of Management and Resources	368 South Patterson Blvd.
Institute of Management and Resources	368 South Patterson Boulevard
Institute of Management and Resources, Inc.	118 W. 1st Street, Suite 620
Institute of Management and Resources, Inc.	368 South Patterson Blvd.
Institute of Management and Resources, Inc.	368 South Patterson Boulevard
Institute of Management and Resources, Inc.	368 South Patteson Blvd.
Markins, Edward	502 Patricia Drive
Perkins, Martha	163 S. High St.
Perkins, Sandra	1419 13th Street
Robinson , Terri	2414 North 2nd Street
Robinson, Roberta	100 East Siebenthaler Avenue
Robinson, Mary Sue	2414 North 2nd Street
Robinson, Melissa	26241 Lakeshore Boulevard
Robinson, Michael	3741 Huntington Rd.
Robinson, Michael	3897 E. 155th Street
Robinson, Kimberly Marie	
Robinson, Markisha	3897 E. 155th Street
Robinson, James C.	316 School Street
Robinson, James R.	1645 Davids Drive
Robinson, James R.	1945 Davids Drive

Name/Organization	Address
Robinson, Carl	9207 Great Lakes Circle
Robinson, Carole	316 School Street
Robinson, Jacqueline	1370 Garcia Dr
Robinson, James	316 School Street
Rollins, James	8933 Trinity Circle
Village of Higginsport	P.O. Box 121
Vintage Coins and Cards AKA Vintage Coins and Collectibles	
Watkins-Tyree, Bobbie	2030 Harvard Boulevard
Watkins-Tyree, Bobbie	2030 Harvard Boulevard
Wiggins, Wendy	4022 Klepinger Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

**CONTRACT
FOR SERVICES UNDER \$50,000**

This Contract for training services is entered into by and between The InService Training Network (herein referred to as "Contractor"), and the City of Columbus, Department of Development (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for lead abatement training services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from the date the Purchase Order is approved by the City to December 31, 2023. This Contract shall not automatically renew. Based upon mutual agreement of the Parties, this Contract may be renewed annually for the duration of the federal grant funding this Contract. Annual renewals shall require Columbus City Council approval.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$10,000.00 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may

accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. **Equal Opportunity Clause**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. **Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **City's Contract Administrator/Contract Administration**

Patti Chatman will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

City of Columbus
Department of Development
Division of Housing
111 N. Front Street, 3rd Fl
Columbus, Ohio 43215
Attn: Patti Chatman
pfchatman@columbus.gov
614-645-3048

The Inservice Training Network
705 Lakeview Plaza Blvd., Suite D
Worthington, Ohio 43085
Kurt Varga
itn6813@att.net
614-436-0980

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall

be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Contract shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code included suspension for three years, up to permanent disbarment.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the Patti Chatman via email to pfchatman@columbus.gov.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and

signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. **Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. **Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. **Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

20. **City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

Michael H. Stevens 4/17/23
Michael H. Stevens, Director Date
Department of Development

CONTRACTOR

Kurt Varga 3/22/23
Signature Date

KURT VARGA
Print Name

PRESIDENT
Title

311341502
FID Number

961539012
DUNS Number (required for CDBG, HOME, LHRD, ESG, ERA and ARP contracts)

CONTRACT SIGNATURE AFFIDAVIT
(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that
(Affiant **)

he/she is _____ of _____, a Corporation, LLC, or LLP organized and
(Title) (Company Name)

existing under and by virtue of the laws of the State of _____, and having its principal
office at _____

City, State, Zip Code

Affiant** further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____

(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE AN OFFICER OR MEMBER AND SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT****

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

Notary Public

My Commission Expires: _____

EXHIBIT A – SCOPE OF SERVICES

SECTION 1: PURPOSE

1. The Contractor shall provide training services to recipients (and the subrecipients and vendors) of the U.S. Department of Housing and Urban Development Lead Hazard Control and Health Homes grant.

SECTION 2: STANDARDS AND APPLICABLE PUBLICATIONS

1. Training facility and instructors must meet all requirements under the Ohio Administrative Code Chapter 3701-82 Lead Training Programs.

SECTION 3: SCOPE OF SERVICES

1. Conduct training: initial and refresher training for Inspector/Risk Assessor, Lead Contractor/Supervisor, Lead Worker, and Lead-Safe RRP upon request for the quarterly scheduled dates by Contractor.
2. Process
 - a. The Contractor shall receive an email from the City (Patti Chatman) requesting individuals attend training.
 - b. The Contractor shall respond to the City (Patti Chatman) within 24 hours of the email being sent confirming or rejecting the request.
 - c. Upon confirmation, the City or City's client shall call and register for training.
 - d. The invoice is emailed or mailed to the City.

SECTION 4: PRICES AND INVOICING

1. Prices
 - a. Lead Initial
 - 1) Inspector/Risk Assessor \$995 per person
 - 2) Lead Contractor/Supervisor \$750 per person
 - 3) Lead Worker \$575 per person
 - 4) Lead-Safe RRP \$250 per person
 - b. Lead Refresher
 - 1) Risk Assessor \$250 per person

- 2) Lead Contractor/Supervisor \$250 per person
- 3) Lead Worker \$200 per person
- 4) Lead-Safe RRP Refresher \$225 per person

c. Group Pricing

- 1. Initial Lead Contractor/Supervisor, 8 to 10 participants, lump sum fee of \$5,250, plus \$195 per participant in addition to 10.
- 2. Initial Lead Worker, 8 to 10 participants, for a lump sum fee of \$3,950, plus \$145 per participant in addition to 10.

2. Invoicing

a. The invoice, on the Contractor's letterhead, shall include the following:

- 1) Contractor's Name
- 2) Remit to address – as listed in the Contractor's Vendor Services account
- 3) Date of the invoice
- 4) Date, topic, location of the training
- 5) Name(s) of attendees
- 6) Cost per attendee
- 7) Total amount due

b. The invoice shall be paid after the attendee attends the training.

SECTION 5: WARRANTY

N/A

SECTION 6: NOTES

1. Written Purchase Order

Written Purchase Order(s) will represent a maximum obligation for the City of Columbus over a particular time period. The City may spend all, part or none of the funding noted on the Purchase Order. This Purchase Order shall not be construed as an actual order to manufacture ship or provide any items or services.

Rather, written Purchase Order(s) enable properly authorized City agency personnel to make purchases on an "as needed" basis per this contract. Any number of written purchase orders may be issued at the discretion of the City to increase or decrease available funds during the term of the contract. At no time shall the maximum obligation of the City agency exceed the cumulative dollar amount of associated purchase orders. Any available funds balance not obligated by the City for accounts payable on items/work ordered on or prior to that date shall be cancelled after that date.



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

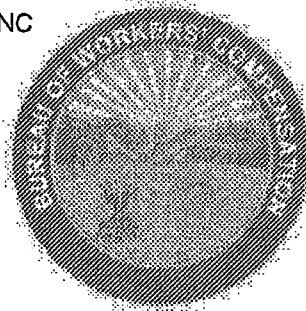
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01098161

Period Specified Below
07/01/2022 to 07/01/2023

THE INSERVICE TRAINING NETWORK INC
705 LAKEVIEW PLAZA BLVD STE D
WORTHINGTON OH 43085-4779



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

