

CONTRACT
FOR SERVICES UNDER \$50,000

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

This Contract for STI Prevention media services is entered into by and between Knupp & Watson & Wallman, Inc. (herein referred to as “Contractor”), and the City of Columbus, Department of Health (herein referred to as “City”).

WITNESSETH

WHEREAS, the City has a need for STI Prevention media 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:

ENTIRE AGREEMENT

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 May 1, 2023 to December 31, 2023. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$50,000.00 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 Any and all verbal representations are superseded by this Contract.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

Audrey South 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: Audrey Regan: 240 Parsons Avenue, Columbus, OH 43215

Contractor: Andy Wallman: 2010 Eastwood Drive, Madison, WI 53704

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 Agreement 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 Agreement 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 Agreement 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 include 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 address listed on the Purchase Order.

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. Insurance

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person \$500,000
Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000
All Accidents \$1,000,000

20. 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.

21. 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.

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.

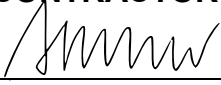
ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

DocuSigned by:
MWR by Anita Clark 4/5/23
5631545F188F46E...
Signature Date

Dr. Mysheika W. Roberts, Columbus Public Health
Printed Name, Title and Department
Federal Tax ID Number: 316400223

CONTRACTOR

 3/27/23
Signature Date

Andrew Wallman, President
Printed Name and Title
Federal ID Number: 39-1658926

Please list remit address below:

937 Burning Wood Way
Madison, WI 53704

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

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 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**I. GENERAL DATA**

Grant Amount	\$50,000
Grantee/SERVICE PROVIDER	KW2
CFDA No.	93.940
Grantee FTI Number	
Administrative Agency	KW2
Administrative Contact	Andy Waller
Title	CEO
Phone No.	
Email	Andy Wallman <Andy@kw2madison.com
Address	2010 Eastwood Drive Madison WI 53704

Columbus Public Health Dept. Grant Mgr.	Audrey South, PhD Sexual Health Promotion 614.645.6790 AESouth@columbus.gov
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PROJECT DESCRIPTION

The City of Columbus's funds the provision of outreach education services to persons at signification risk of syphilis in Delaware, Fairfield, Franklin, Licking, Madison, Morrow, Pickaway, and Union counties. The outreach sought is through social and traditional media outlets, such as radio, billboards, social media platforms, dating apps, and other relevant electronic or physical mediums.

The focus population of gay and bi-sexual men, as well as transgender or gender non-conforming persons may be further defined by certain zip codes or community locations. Additionally, there shall be a separate campaign seeking to educate and conduct outreach for person who engage in commercial sex and/or human trafficking. This will be specific to the current data and specific focus infection. Messaging the spills into counties throughout Central Ohio is acceptable. Furthermore, the messaging should focus on gay and bi-sexual men between 18 and 39 years of age. More messaging should be targeted at African American gay and bi-sexual men, especially young men.

I. Media Contract Needs and Requirements**A. Online Advertising**

Messaging via Social Media Influencers as resources are available. The target population is gay and bi-sexual men in select zip codes. The messaging should focus on gay/bisexual men and transgender people between 18 and 39 years of age. More messaging should be targeted at young African American and Latinx gay/bisexual men and transgender people.

Messaging on dating websites, or similar venues, via road blocks, banner ads, etc., as resources are available. Example websites include Adam4Adam, Black Gay Chat, Jack'D, and Grindr. The messaging should focus on gay/bisexual men and transgender people between 18 and 39 years of age. More messaging should be targeted at young African American and Latinx gay/bisexual men and transgender people.

Messaging on TikTok, Snapchat, Facebook, and Instagram, or similar venues, via advertisements within the newsfeed, as resources are available. The messaging should focus on gay/bisexual men and transgender people between 18 and 39 years of age. More messaging should be targeted at young African American and Latinx gay/bisexual men and transgender people.

Messaging on YouTube, or similar venues, via advertisements within the newsfeed, as resources are available. The messaging should focus on gay/bisexual men and transgender people between 18 and 39 years of age. More messaging should be targeted at young African American and Latinx gay/bisexual men and transgender people.

Online advertising also may be useful for reaching sex workers and/or human trafficking victims. Specific platforms will be determined based upon focus group findings held in spring 2023.

B. GeoFencing Utilization

GeoFencing can be used effectively when:

- Locations selected have significant foot traffic within a set time period (like Pride events, concerts, clubs, and arenas)
- A large location list is provided
- Using apps with location-based interest (like Snapchat, with its custom geo-filters)
- Highly targeted ads for events relevant to your populations, like the Columbus Pride Festival and Parade in June.
- Ongoing banner ad placement geo-fenced around bars, clubs, and other locations that may be frequented by the intended population, like Columbus-area gay bars

C. Radio

Negotiate with stations like 106.3, 107.1, 107.5, additional African American stations like 95.5, and 105.3, Hispanic station 103.1, and sports/rock/talk stations 1460AM, 96.3 and 105.7 to secure ad schedules, added value and any radio-related events.

D. Billboard

Billboards may be used in select zip codes to reach street traffic. The specific locations will be determined by sexual health data.

CONTRACTOR agrees to:

1. Meet the contract obligations as outlined in this scope of services and understands that failure or refusal to comply with the provisions outlined in the scope of services may result in cancellation of this contract or a decrease in funding. Columbus Public Health reserves the right to withhold payment for contracted services not provided.
2. Allow the BOARD or its representative to make periodic site visits during normal working hours for the purpose of observing the program, reviewing the information submitted in reports, documenting client outcomes and program impacts, and discussing any unforeseen problems or issues.
3. Provide the BOARD a hard copy of its most recently completed agency audit.
4. Provide BOARD per the City Contract timely notices if it can no longer perform or execute the obligation of the Federal Ending the HIV Epidemic program or City Contract.
5. Maintain accurate and complete records and other evidence pertaining to all expenditures incurred for the contracted services. Copies of such records shall be furnished if requested.
6. Perform all services in accordance with the privacy regulations [45 CFR 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320-1320d-8] and the terms of the attached Columbus Health Department Privacy Agreement.

Additional Requirements

The Subrecipient understands that this contract with Columbus Public Health utilizes Federal grant monies from the Center for Disease Control, STI Prevention, C.F.D.A . 93.940, from the Ohio Department of Health **Project#02520012ST1523**. As such, the Subrecipient agrees to comply with all Federal laws and regulations along with the appropriate requirements of the Federal Uniform Grant Guidance. The Subrecipient agrees to provide Columbus Public Health with the Subrecipient's Dun and Bradstreet Data Universal Numbering System (DUNS) Number. The DUNS number must be obtained before any payments are made to the Subrecipient.

During the term of this contract the Subrecipient agrees to allow Columbus Public Health to monitor effectively the Subrecipient's use of these Federal grant monies and to ensure that the Subrecipient's performance goals are being achieved. This monitoring may include special reporting, site visits, regular contact, or other means to provide reasonable assurance that the Subrecipient's administers the Federal award in compliance with laws, regulations, and provisions of the grant agreement and this contract.

Columbus Public Health is required to ensure that subrecipients comply with the audit requirements of the Federal Uniform Grant Guidance. The Subrecipient agrees to assist Columbus Public Health in this effort by providing any needed information as requested and by complying with the audit requirements of the Federal Uniform Grant Guidance.

Attached to the Scope of Services is the Notice of Award. Attachment A.

An official website of the United States government
[Here's how you know](#)



You have 2 new alerts
[Show / Hide Alerts](#)



Search

All Words

e.g. 1606N020Q02

Select Domain
All Domains



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Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

- Any Words [i](#)
- All Words [i](#)
- Exact Phrase [i](#)

e.g. 1606N020Q02

"Knupp & Watson & Wallman Inc" ×

Federal Organizations

Enter Code or Name ▼



Status



- Active
- Inactive

[Reset](#)



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

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General Services Administration

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery



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: **Knupp & Watson & Wallman, Inc.**
Date: **3/24/2023 11:28:36 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
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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.

VENDOR DETERMINATION FORM

Vendor Name: _____

Grant Name and number: _____

Contract Description: _____

PO number: _____

Section 1 – SUBRECIPIENT (FEDERAL FUNDS ONLY)

Description: A subaward is for the purpose of carrying out a portion of the city’s Federal award and creates a Federal assistance relationship between the city and the outside entity. Outside entities that include one or more of these characteristics are responsible for adherence to applicable Federal program requirements specified in the Federal award.

Characteristics which support the classifications of the outside entity as a subrecipient include when the outside entity:

- Determines who is eligible to receive what Federal assistance;**
- Has its performance measured in relation to whether objectives of a Federal program were met; (example, CPH will rely on subrecipient’s data to submit it’s own data)**
- Has responsibility for programmatic decision making;**
- In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.**

For profit agency- Use standard contract, under/over 50K (over 50K must be legislated)

Not for profit agency-Use Subrecipient Agreement- Not For Profit Service Contract. Object class: 03/63920. Do not complete page 2.

Section 2 – BENEFICIARY (CARES/ARPA FUNDS) FISCAL MANAGER USE ONLY

Description: A benefit is granted for purpose of maintaining standard operations and may be used for operating costs including personnel, supplies, equipment, rent, etc. Characteristics indicative of a beneficiary relationship between the city and an outside entity are when the outside entity:

- Is facing reduced revenues and difficulty maintaining standard operations;**
- Requires assistance for operating costs including payroll, rent, supplies, etc;**
- Provides goods or services that are ancillary to the operation of the Federal program.**
- Is receiving funding from the American Recovery Plan Act**

Section 3 – CONTRACTOR

Description: A contract is for purpose of obtaining goods and services for the city’s own use and creates a procurement relationship with the outside entity. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- Provides the goods and services within normal business operations; providing a service NOT provided by the city agency**
- Provides similar goods or services to many different purchasers;**
- Normally operates in a competitive environment;**
- Provides goods or services that are ancillary to the operation of the Federal program.**

For profit- Use standard service contract, under/over 50K (over 50K must be legislated)

Not for profit agency- Go to page 2 to determine template to use

FINAL DETERMINATION:

- SUBRECIPIENT** **BENEFICIARY** **CONTRACTOR**

NOT FOR PROFIT AGENCIES

Section 1 – GRANT AGREEMENT

Description: When financial assistance to a non-for-profit that provides general operating support to accomplish a particular **public purpose**. Characteristics which support the classifications of the outside entity as a grant agreement include when the outside entity:

- The recipient is planning on doing the work anyway;**
- The amount of funding is determined by the City, typically in a response to a request;**
- Agreements that include advance payments**
- Providing funds for the purpose of distributing all or a portion of funds to residents in the forms of stipends, incentives, vouchers or other direct payments.**

All Not-For-Profit agreements **over \$5,000 must be legislated** and must use the Grant Agreement Template.

insurance/workers comp not required. Use Object Class 05 / 65026 (funds must be appropriated there)

Section 2 – NOT FOR PROFIT SERVICE CONTRACT

Description: Agreement for the delivery of services to the public, which are NOT currently preformed or provided by an existing city agency. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- Obligation from the not for profit to provide a service or product to the public;**
- Work that is being done is provided solely on the result of being paid;**
- Funding is calculated off of fair market;**
- Organization will submit detailed invoices for services/products rendered.**

Not for profit service contracts use the not-for-profit standard services contract. Over \$50K has to be legislated. Under \$50K does not have to be legislated. Insurance and Workers Comp are required. Use Object class 03/63920

FINAL DETERMINATION:

- Grant Agreement over \$5k Grant Agreement under \$5k Not-for-profit Service contract

Explanation of Determination if not clearly made by the criteria above:

_____	<i>JANICE HATKOW</i>	_____
Print Employee Name	Employee Signature	Date
Katie Pettiford	<i>Katie Pettiford</i>	4/5/2023
Print Supervisor Name	Supervisor Signature	Date