

**REQUEST FOR PROPOSALS
FOR
GROUP TERM LIFE
AND
ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE COVERAGE
FOR
LUCAS COUNTY EMPLOYEES**

**LUCAS COUNTY
ONE GOVERNMENT CENTER
SUITE 800
TOLEDO, OHIO 43604**

AUGUST, 2012

LEGAL NOTICE

The Board of County Commissioners, Lucas County, Ohio will be receiving proposals for conventionally insured Employee Group Life Insurance, Health, HMO, Prescription Drug, Dental, Dental PPO and Patient Centered Medical Home Services. The Board will also receive proposals for Administrative Services, Medical Management and Specific Stop-Loss Reinsurance for the self-insured Lucas County Health, HMO, Prescription Drug, Dental and Patient Centered Medical Home Services.

Written specifications are available through the county website at: www.co.lucas.oh.us under Bid Posting Notifications beginning Monday, August 6, 2012.

Proposals must be completed and returned no later than 2:00 p.m. on Monday, September 17, 2012. Materials must be stamped for time and date at the office of the Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2259. All proposal materials will be opened and identified at that time. All coverage is effective March 1, 2013. Questions may be directed to Jim Wells, Consultant in writing at jwells@co.lucas.oh.us.

The right is reserved to reject any and all proposals.

By order of the Board of County Commissioners, Lucas County, Ohio

Pete Gerken, President

Tina Skeldon Wozniak, Commissioner

Carol Contrada, Commissioner

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SECTION I: INTRODUCTION

Lucas County currently makes available group term life and accidental death and dismemberment coverage for more than 3250 employees. Eligibility requirements are defined in the Lucas County Plan Documents. Respondents should note the terms and provisions of these eligibility rules very carefully. Because these rules are subject to numerous collective bargaining agreements they must be strictly adhered to. All respondents should include these eligibility requirements in its actuarial assessment and rating of the group. Any respondent who does not wish to comply with, or cannot comply with, the terms and conditions of these eligibility rules should not respond to this request for proposals. **These eligibility rules do NOT require an employee to be actively at work in order to be eligible for coverage.** In general, the rules state:

Employees must meet initial eligibility requirements in order to be eligible for employee benefits. Employees are eligible for medical, dental and prescription drug coverage at 12:01 a.m. on the 31st calendar day following their date of hire, and for life insurance on the 91st calendar day following their date of hire, if **both** of the following requirements are met:

1. They have completed and furnished a *timely* application for coverage as defined by the Lucas County Plan Documents; and
2. They have been *Actively at Work* more than twenty (20) hours per week for a period of four (4) consecutive weeks.

Provided, however, that the following persons shall not become eligible for coverage: temporary or emergency employees whose employment will not exceed three (3) calendar months, students whose employment will not exceed fifteen (1500) hours in any calendar year; and Seasonal Appointments.

Respondents should also note coverage is NOT PROVIDED FOR ANY RETIREES. Coverage terminates the last day of the month in which the employee retires.

Respondents should also take note **none of the enrollees are firemen or police officers.** The plan does provide for coverage for sheriff's deputies, corrections officers and jail staff as well as court bailiffs.

Eligible employees hired prior to March 1, 2001 maintain eligibility for employee benefits for any month in which the employee is in *active pay status* or *active work status* **for any portion of the month.** In order to maintain eligibility for employee benefits, employees hired on or after March 1, 2001 must be in either *active pay status* or *active work status* for a minimum average of 20 hours per week. "*Active Pay Status*" means conditions under which an employee is eligible to receive pay, and includes vacation leave, sick leave and compensatory leave. "*Active Work Status*" means conditions under which the employee is actually in a work status and is eligible to receive pay, but does not include vacation leave, sick leave, or compensatory leave.

An employee on an authorized unpaid medical leave or who has been laid off or who has become disability separated and who has at least one year continuous employment with Lucas County during the twelve month period immediately proceeding the authorized medical leave or layoff or disability separation is eligible for continued medical and other insurance coverage paid for by the department for a period not to exceed twelve months following the normal expiration of such coverage, subject to certain conditions.

This request for proposals is intended to solicit quotations from qualified insurance companies for group term life and accidental death and dismemberment coverage for program years 2013, 2014 and 2015. (Program years begin March 1 each year.)

Lucas County Request for Proposals: Group Term Life Insurance

There is no employee payroll deduction required to participate in the group term life program. Coverage amounts are determined through negotiation and all respondents should be aware that coverage amounts might be amended from time to time through the collective bargaining process. **Should the coverage amounts be amended through negotiation no eligible employee shall be denied increased coverage even though they may not be actively at work at the time the new coverage amount becomes effective.**

All respondents must be prepared to waive any actively at work provision for the initial takeover of this group. Lucas County insists on a no loss, no gain provision for purposes of the original takeover of this coverage. No eligible employee shall be denied coverage under the group term life program simply because of a change in carriers.

For any future agreement the County may enter into to provide group term life insurance for its employees the waiting period will be reduced by the period of time the employee was in Active Pay Status with the County under the previous carrier.

Proposals for voluntary life insurance options as well as disability income coverage are not being requested as part of this request for proposals.

Lucas County pays 100% of the cost of the employee group term life insurance coverage.

Plan enrollment as of July, 2012 is described below.

Class 1: \$40,000 3,254 employees

Open enrollment meetings are held in December and January each year. Employees are encouraged to attend and make their selections for the next program year. Selections are binding for the entire program year. Program years begin March 1 each year for all programs. Employees who waive life insurance coverage for any reason are allowed to enroll during any open enrollment period without regard to medical condition.

No confidential or proprietary information is being required of any respondent to this request for proposals. Any information provided as part of any proposal will be considered confidential subject to applicable public information laws.

A schedule of the services currently being provided to the County and their respective fees is included in Section VI.

All proposals should clearly delineate the respondent's ability to comply with all prevailing State and Federal laws.

Data reporting is considered to be a very important service. **All proposal respondents are advised to carefully read and be in compliance with the proposal requirements and timelines set forth in this request for proposals. (See Section III, p.9) Respondents are also advised that submission of a proposal is understood to mean that they are aware of these data requirements, are in complete agreement with them, are capable of compliance, are willing to completely comply, and acknowledge that these requirements take precedence over any subsequent contract language and/or interpretation the respondent may wish or attempt to impose to restrict the provision of data.**

The County is interested in receiving proposals for conventionally insured group term life and accidental death and dismemberment coverage. The County retains the right to negotiate directly with any carrier.

Respondents interested in submitting a conventional quote should complete and return forms number 1A, 1B and 7 and the additional forms attached.

CLAIMS ADMINISTRATION.

The chosen carrier must demonstrate the expertise to provide all facets of service commonly associated with claims processing including, but not limited to: receiving and adjudicating claims from beneficiaries, validating enrollment in the plan, authorizing payments, cutting and mailing the actual checks, and providing routine quarterly reports according to the informational requirements specified in Section III (General Plan Provisions), as well as any reporting required by federal, state, and/or locale statutes applicable to insurance of this type.

Lucas County self-administers the enrollment, retains the enrollment/beneficiary cards, self reports the enrollment and issues checks for coverage to the carrier for the entire enrollment on a monthly basis by the 15th of the month for coverage effective that month.

The chosen carrier will be responsible for all facets of operationalization including the printing and dissemination of summary plan description booklets and certificates of coverage. The county currently posts the certificate on the Lucas County employee benefits website. Other than coordination, no agency or staff of the County shall be required to handle claims or provide services other than distribution of claim forms.

The County may consider up to a three-year contract award for these services. Respondents should include in their proposal a copy of the actual contract they intend to request the County to sign. Any carrier selected by the County must be licensed to do business in the state of Ohio.

Proposals must clearly reference the rating of the insurance company being proposed according to the most common rating sources familiar with the industry (AM Best, etc.)

In addition to these coverage arrangements, the County has retained Wells & Associates LLC (W & A) of Toledo, Ohio as a consultant to provide input into the selection process. The W & A staff have had considerable input into the preparation of these specifications and will assist County personnel in the evaluation of the returned materials.

SECTION II: INFORMATION FOR RESPONDENTS

1. Proposals shall be completed and returned no later than 2:00 P.M. on Monday September 17, 2012 to the office of the Lucas County Commissioners, Suite 800, One Government Center, Toledo, Ohio 43604. The returned materials should include all appropriate enclosed forms, completed as specified. Materials should be returned in sealed envelopes clearly marked "Proposal for Employee Group Term Life Insurance Coverage" with the submitter's name and address clearly marked in the upper left-hand corner of the package. All materials will be opened and recorded at the same time specified above. **No proposals will be received after that time.** Rates will not be announced, and competing proposals will not be available for review, until the County has completed negotiations with a carrier and a contract and a policy have been executed.
2. Questions regarding these specifications may be directed to Mr. James Wells, consultant to the County, in writing at jwells@co.lucas.oh.us and copy Colleen Abbott at cabbott@co.lucas.oh.us.
3. Submission of completed materials will serve as evidence that the interested party has examined the RFP materials and is satisfied and aware of their requirements, the conditions existing and the expectations of the employees and dependents of Lucas County.
4. Contractual arrangements will be made as soon as possible after proposal submission and evaluation. Respondents should be prepared to provide coverage and services as early as March 1, 2013. The selected carrier will be notified as soon as possible. The chosen carrier must be prepared to execute a written contract with Lucas County containing the language of the contracts enclosed within a reasonable time following notification of the award.
5. The selected carrier will have to provide all of the normal administrative and service procedures routinely provided under an insurance contract plus any additional information and reporting requirements that may be considered desirable or necessary over time by Lucas County as specified later in this request for proposals packet.
6. Insurers shall comply with all requirements of the general law and duly constituted authorities of the State of Ohio.
7. Assurances must be provided by the carrier that no employee of the carrier is a member of the Lucas County Commissioners, County staff, its committees, or is in a position to give the carrier an advantage nor has the respondent colluded with any other respondent or potential respondent. **(See Non-Collusion Affidavit).**
8. Respondents must provide a detailed listing of similar cases administered by the carrier in the State of Ohio. Past contractual work shall not be construed to provide an advantage.
9. All applicants will be reviewed for compliance with all state and federal equal employment opportunity laws and regulations.
10. All respondents are required to complete the Non-Collusion Affidavit contained in Section VII of this document. This form must be notarized. This affidavit states that neither he nor any of his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or considerations will be hereafter paid.
11. All respondents are required to complete and submit the Delinquent Personal Property Tax Statement contained in Section VII of this document. This contract attachment states that

Lucas County Request for Proposals: Group Term Life Insurance

the respondent will resolve, or make acceptable arrangements to resolve, all delinquent personal property taxes, if any, prior to entry into a contract with Lucas County. This form must be notarized.

12. An insurance company or agency affiliate of the company must submit the completed proposal materials. **These specifications, as of March 1, 2013, rescind and negate all prior agents of record agreements or similar arrangements. Lucas County will not determine any agent of record or agent authorization for any of these products.** If an insurance company releases multiple, identical proposals to multiple agents it will be the insurance company's responsibility to designate the agent of record.

13. Please include, in addition to your original quotation or proposal, one clearly legible copy.

14. The limits and coverage set forth in these specifications are acceptable minimums. The signer of the returned materials, by submission, declares that sufficient investigation has been made to determine the character and extent of the benefits to be contracted and agrees, if the contract is awarded, to contract with Lucas County and provide its employees with insurance coverage as identified in the specifications within the time limits required, for the price quoted in the proposal materials.

15. In selecting a carrier or administrative service agent, the County will consider:

- a. Low initial cost;
- b. Evidence of the ability to service the account;
- c. Evidence of the ability to provide requested information relevant to the utilization status of the group at no additional cost;
- d. Financial integrity and reputation of the carrier as evidenced by audited financial statements;
- e. References provided to the County in the proposal (3);
- f. Reputation and past experience of the contractor; and,
- g. Such other factors as may be disclosed by the information called for in these RFP documents.

16. A copy of the contract for the services provided must be included with your proposal. A copy of the claims forms and procedures to be utilized must also be included.

17. All interested parties shall be forewarned that Lucas County reserves the right to disqualify any and all proposals before or after opening upon evidence of collusion with intent to defraud or other illegal practices upon the part of those submitting proposals.

18. Each line of coverage, at the option of the County, may be considered, evaluated, and awarded separate and distinct from any other proposal item or line of coverage.

19. Interested parties should note the Lucas County plan of benefits:

- (1) Are in writing and are available to all employees; and
- (2) Do not discriminate in favor of highly compensated employees.

20. Lucas County is authorized to enter into agreements for the services described in this document without competitive bidding. The request for proposals is an informal procedure adopted solely for purposes of identifying potential providers of the services and shall not be constructed to limit, restrict, or impair in any manner the right of the County to enter into agreements or refrain from doing so at its sole discretion subject only to the requirements of the Ohio Revised Code. The County shall have no obligation to enter into an agreement with the lowest bidder or bidders. It may reject any or all proposals, negotiate an agreement or agreements with any party or parties whether or not they have submitted proposals and, if so,

Lucas County Request for Proposals: Group Term Life Insurance

whether or not their proposals were lowest, and may re-advertise for new proposals, if in its' judgement, the best interests of the County will not be served by the proposals received.

21. Respondents should be aware that the County is currently under contract with an insurance carrier to provide these services. This RFP process is for informational purposes and should not imply that the County has in any way determined or is obligated to cancel the current contract or render said contract null and void simply by requesting competitive proposals. The County reserves the right to continue in the current contractual arrangement through completion.

SECTION III: GENERAL PLAN PROVISIONS

1. Lucas County is interested in purchasing group term life insurance as economically as possible consistent with good service. As a result, all proposals submitted will be evaluated according to their relative merits in relation to the best interests of the Lucas County employees and their beneficiaries.

2. All permanent hourly and salaried employees of Lucas County shall become eligible for coverage according to the provisions of the Lucas County Employee Benefits Eligibility Rules. Briefly, all **employees** become eligible for coverage under this Plan at 12:01 A.M. on the 91st day following their date of hire if both of the following requirements are met:

- 1) They have completed and furnished a timely application for coverage; and
- 2) They have been Actively at Work more than twenty (20) hours per week for a period of four (4) consecutive weeks

Provided, however, that the following persons shall not become eligible for coverage: temporary or emergency employees whose employment will not exceed three (3) calendar months; and students whose employment will not exceed fifteen hundred (1500) hours in any calendar year.

Respondents should note the maintenance of eligibility provisions highlighted in Section I.

3. A complete description of the life insurance benefits is contained in Section IV.

4. It is the insurance carrier's responsibility to:

a. Print and issue summary plan description booklets and certificates for all plan participants;

b. Deliver summary plan description booklets and certificates for all plan participants to the County in an electronic file format to be posted on the Lucas County website.

c. Process, administer, adjudicate and pay all claims per contract in a prompt manner. No agency or staff of the County shall be required to handle claims other than the distribution of forms.

d. The carrier will be responsible for providing detailed quarterly reports pertaining to all claims in process, paid and reserved. Financial data provided on a quarterly basis must include, but not be limited to, utilization and financial data for the group. This data includes:

- * Dollar amount of premiums paid
- * Number of death claims
- * Number of accidental death and dismemberment claims
- * Number of disability waiver of premium applications received
- * Number of disability waiver of premium applications approved
- * Dollar amount of claims by each of the above lines of coverage
- * Number and dollar amount of claims by line of coverage and by Class.

e. A detailed annual report, summarizing all plan activity for the year and including the calculation of rate adjustments must be provided.

f. Provide all other services necessary to communicate and administer the plan.

Lucas County Request for Proposals: Group Term Life Insurance

- g. A life insurance conversion privilege for all plan participants which meets State Insurance Department regulations as to plan design, must be provided. There shall be no charge to the County for the right of employee conversion.
- 5. All proposals must include a disability waiver of premium provision.
- 6. Rate structures submitted must be guaranteed for a minimum of twelve (12) months. Rate structures guaranteed for twenty-four (24) months or thirty-six (36) months are encouraged.
- 7. The County reserves the right to terminate any policy or contract entered into with 30 days written notice to the carrier or contractor.
- 8. The Lucas County staff will be responsible for:
 - a. Updating enrollment information on all employees. This will include verifying, on a monthly basis, any changes in the employment status of each member of the group.
 - b. Issuing a single monthly payment, consolidated from all accounts of participating County departments, to the carrier.
 - c. Dispensing claims forms or kits provided by the carrier to employees.
- 9. No reduction of existing benefits schedules will be considered when coverage is assumed under a new carrier.
- 10. No eligible person shall be denied benefits under the plan due to the error or omission by Lucas County or its agents or to which such persons would otherwise be entitled solely for reason of transferring coverage from the present program to the successful contractor of the new contract.**
- 11. The contractor shall waive the "actively at work" clause or related provisions.
- 12. The contractor shall waive any preexisting conditions clause.
- 13. It is requested that the successful contractor maintain an office locally or make other provisions to adequately service this account
- 14. All proposals submitted must be in compliance with all applicable laws.

Inquiries maybe directed in writing to:

Mr. James P. Wells
Wells & Associates LLC
2820 Rathbun
Toledo, Ohio 43606 (419) 471-7451

SECTION IV: PLAN OF BENEFITS

The Lucas County Plan Documents define and describe in great detail the eligibility requirements for county employees. Parties interested in providing group term life insurance through conventional insurance premiums should understand that these rules are the ultimate determiner of the benefits county employees are entitled to.

INCLUDED IN THIS SECTION

- ❖ PHOTOCOPIES OF THE FOLLOWING
 - SUN LIFE ASSURANCE COMPANY OF CANADA CERTIFICATE OF COVERAGE.
(Please refer to the Lucas County website at www.co.lucas.oh.us accessing "On Line Services," then "Document Center," and finally "Employee Benefits Folder" where the Sunlife Certificate of Coverage is located).

**SECTION V
CENSUS INFORMATION**

For a complete census of enrollees in the Employee Group Term Life Insurance Plan please access the Lucas County Website at www.co.lucas.oh.us . Census can be found under "Bid Posting Notification".

**SECTION VI
CLAIMS HISTORY**

LUCAS COUNTY
GROUP POLICY 212108

FROM THE PERIOD 03/01/2010 TO 07/30/2012

GROUP LIFE CLAIMS SUMMARY
SUN LIFE ASSURANCE COMPANY OF CANADA

DATE NOTIFIED	DATE APPROVED	DATE CLOSED	BASIC LIFE	BASIC AD+D
	<u>DEATH CLAIMS</u>			
07/09/2012	07/12/2012		40,000	0
04/18/2012	04/26/2012		40,000	0
02/13/2012	03/07/2012		40,000	0
11/03/2011	12/30/2011		40,000	0
09/07/2011	09/14/2011		40,000	0
09/07/2011	10/20/2011		40,000	0
05/27/2011	06/27/2011		40,000	0
05/06/2011	05/10/2011		40,000	0
05/03/2011	05/03/2011		40,000	0
02/24/2011	03/17/2011		40,000	0
01/18/2011	01/24/2011		40,000	0
11/24/2010	12/02/2010		40,000	0
05/03/2010	06/02/2010		40,000	0
TOTAL			520,000	0

WAIVER OF PREMIUM CLAIMS (EDB) AS OF 07/30/2012

02/22/2011	06/28/2011		40,000	0
03/23/2011	10/31/2011		40,000	0

SECTION VII: FORMS

NOTE: Respondents are free to add additional information to their proposals, **but must submit, at a minimum, the completed Non-Collusion Affidavit (Form #1), the Delinquent Tax Statement (Form #1 B), the conventional group term life insurance Form #7 and the additional forms listed below.** This section contains the forms referred to in the body of the request for proposal.

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FORM 1A	NON-COLLUSION AFFIDAVIT (MUST BE FILLED OUT BY ALL RESPONDENTS)
FORM 1B	DELINQUENT TAX STATEMENT (MUST BE FILLED OUT BY ALL RESPONDENTS)
FORM 7	GROUP TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CONVENTIONAL INSURANCE QUOTATION
ADDITIONAL FORMS:	Additional Administrative Requirements Compliance with Support Order(s), No Findings for Recovery Affidavit, Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization, and Non Discrimination and Equal Employment Opportunity Affidavit.

**FORM # 1B
DELINQUENT TAX STATEMENT
CONTRACT AGREEMENT**

Section 5719.042. After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the County a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent Personal Property Taxes on the general list of Personal Property of any County in which the taxing district has territory or that such person was charged with delinquent Personal Property Taxes on any such tax list, in which case delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty days of the date it is submitted.

**DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C.- SECTION 5791.042)**

I _____ of _____
_____ affirm that at the time that I submitted the proposal for _____
_____ to Lucas County on _____
_____, 20____, that _____ was not charged with
delinquent Personal Property Taxes by the Lucas County Auditor.

(If personal Property Taxes are delinquent, complete the following section)

The amount of Personal Property Taxes due to Lucas County is _____
_____ and unpaid penalties and interest are _____.

Signature

Company

Date

Before me appeared _____ on this day of _____, 20____.

Notary Public

Form #7
Group Term Life Insurance

Life Volume:

Class I = 3,254 employees @ \$40,000 = \$ 130,160,000
Class II = 00 employees @ \$30,000 = \$ NA

Total Volume = \$130,160,000

ONE-YEAR QUOTATION

LIFE: \$ _____ dollars per \$1,000.00 coverage = \$ _____ Premium per Month
A. D. & D.: \$ _____ dollars per \$1,000.00 coverage = \$ _____ Premium per Month
Total Monthly Premium = \$ _____
Total Annual Premium = \$ _____

TWO-YEAR QUOTATION

LIFE: \$ _____ dollars per \$1,000.00 coverage = \$ _____ Premium per Month
A. D. & D.: \$ _____ dollars per \$1,000.00 coverage = \$ _____ Premium per Month
Total Monthly Premium = \$ _____
Total Annual Premium = \$ _____

THREE-YEAR QUOTATION

LIFE: \$ _____ dollars per \$1,000.00 coverage = \$ _____ Premium per Month
A. D. & D.: \$ _____ dollars per \$1,000.00 coverage = \$ _____ Premium per Month
Total Monthly Premium = \$ _____
Total Annual Premium = \$ _____

Note: All proposals for group term life must include disability waiver of premium.

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY RATING:

STANDARD & POOR'S: _____ MOODY'S: _____

A. M. BEST: _____ DUFF PHELPS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: (_____) _____

FAX NUMBER: (_____) _____

**Additional Administrative Requirements
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Board of Lucas County Commissioners on _____ that
(DATE)

_____ has / has no unresolved
(NAME OF COMPANY) (CIRCLE ONE)
finding for recovery from the State Auditor per Ohio Revised Code
Section 9.24.

(If there is unresolved finding for recovery from the State Auditor ,
complete the following section)

The amount of unresolved finding for recovery due the State Auditor is
_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

Sworn to and subscribed before me this _____ day of, _____ 20__.

(SEAL)

(NOTARY)

My Commission Expires:

The following form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion list - http://homelandsecurity.ohio.gov/dma/dma_forms.asp)



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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
 in accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/ NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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

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

CERTIFICATION

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

X _____
Signature

Date

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

_____ being first duly sworn, deposes and says that
(Name)

he/she is _____ of _____ the party
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

(Signature)

(Affiant)

(Company/Corporations)

(Address)

(City/State/Zip Code)

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

(Seal)

(Notary)

My Commission Expires:

(Date)