LUCAS COUNTY OHIO

INVITATION TO BID

SPOTLIGHTS – MULTI-PURPOSE ARENA

ADMINISTRATION	**09-024P**
COUNTY AGENCY	**BID NUMBER**

APRIL 30, 2009 AT 2:00 PM (local time)

DATE AND TIME OF BID OPENING

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL _____

OFFICIAL'S SIGNATURE _____

NAME OF COMPANY _____

ADDRESS _____

CITY, STATE & ZIP _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

The Lucas County Board of Commissioners is seeking bids for the **Purchase, Delivery and Installation of Spotlights for the Multi-Purpose Arena**.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **April 30, 2009 at 2:00 PM (local time)**. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence.

1.0 Legal Framework

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes rising under this ITB and subsequent contract.

2.0 Bid Opening

The bid opening is scheduled for **April 30, 2009 at 2:00 PM (local time).** All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

3.0 Bid's Bid Bond Requirement

A bid bond in the amount of **Five Per Cent (5%) of the Bid Total** must be included with each bid or be disqualified. The bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Lucas County Board of Commissioners identified as the obligee. Bonds will be returned to unsuccessful bidders within thirty days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

4.0 Pre-Bid Conference

☐	Applicable if box is checked

No Pre-Bid Conference is scheduled for this ITB.

5.0 Prevailing Wage

☐	Applicable if box is checked

Prevailing Wage does not pertain to this ITB.

6.0 Administrative Requirements

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "**No Bid**" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

Lucas County Support Services, Purchasing Division
One Government Center, Suite 480
Toledo OH 43604-2247

The entire set of completed ITB documents must be returned intact and in the following order:

a. Original completed Request for Bid (ITB) and **two (2) copies**; this includes any amendments applicable to this ITB.
b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Best Bid Criteria, (7) Campaign Contributions and Reporting, (8) Transparency Purchasing Policy Disclosure, (9) Sweatfree Affidavit and (10) Living Wage Affidavit; all signed by your legally authorized representative and notarized and (11) Government Business and Funding Contracts.
c. Bid Bond – Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory**. A bidder will be disqualified if the bid bond is not submitted.
d. The ITB Pricing Response Form completed in its entirety **(Section B).**

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet **(Section B).** When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price bid must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful bidder shall be required to furnish all requirements under the specification at the unit price bid for an agreed period of time.

Lucas County does not assume any late payment penalties. No condition will alter this statement.

Ohio Revised Code sections 307.90 and 307.91 permits Lucas County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products or services. Lucas County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against Lucas County.

Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, bidders may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code. Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder. Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

Questions regarding the specifications outlined in this ITB should be directed in writing to:

Lynn DiPierro	Voice: (419) 213-4509
Support Services Manager	Fax: (419) 213-4533
One Government Center, Suite 480	
Toledo OH 43604	

Bidders should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be completed, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board. Lucas County

reserves the right to be the sole judge of suitability and fitness of the product bid.

Any deviations from the specifications must be clearly detailed on the exception form. **(Section C)**

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Vendor would foresee additional charges/fees, bidder must include that information on the attached exception form.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

6.1 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 (25%) percent 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.

6.2 Additional Administrative Requirements – Best Bid Criteria

All Bidders must complete the Best Bid Criteria Form found in Section A and submit with their bid / response. Failure to do so may disqualify the bid.

6.3 Additional Administrative Requirements – Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA) Section 9.08

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in an Offeror receiving funding in an aggregate amount greater than $100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. Prior to award of the contract, the successful Offeror shall complete the DMA Form (Section A).
Affixing a signature on the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization form of the Proposal, the Offeror certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer "yes" to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (Section A).

7.0 Contract Administration

The Lucas County Purchasing Department will administer the contract.

8.0 Bid Evaluation Criteria and Award

An award will be made to the provider who is considered lowest and best bid for the County’s needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

9.0 Bid Alterations, Amendments, and Alternate Bids

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the Lucas County Purchasing Department to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids but no later than 5 (five) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

10.0 Equal Opportunity Provisions Required

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

> Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:
>
> > That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.
> >
> > That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.
>
> All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually,

each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

11.0 Insurance Requirements

If bid specifications require performance of labor for Lucas County, seller must agree to indemnify and protect Lucas County against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of this contract, by seller, its servants, employees agents or representatives. Prior to issuance of purchase order, the successful bidder must furnish an Insurance Carrier's Certificate showing that the seller has adequate worker's compensation, public liability, and property damage insurance coverage in accordance with the "County of Lucas Contractor Insurance" page of the bid document.

12.0 Contract Term and Extension

The successful bidder's Support Services and Implementation Work Plan submission may define the term of the resulting contract. The exact contract commencement date, completion date, and option periods will be set forth in the contract and resolution approving the contract as adopted by the Lucas County Board of Commissioners.

13.0 Invoices

The bidder will be required to submit invoices in triplicate (one original and two copies) to the "invoice to" address identified in the purchase order used to issue orders against this contract. The bidder's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

Name and address of bidder
Invoice remittance address as designated in the contract & description including:

- Billing period
- Location
- Unit Code (must match bid)
  - Calculated extended cost
- Description of item purchased
- P. O. or Contract #

14.0 Assignment/Subcontractor

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The

contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

15.0 Taxes

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

16.0 Permits/Codes

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

17.0 Compliance with the Law

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

18.0 Pricing

Bidders are expected to quote firm and fixed prices on a per unit basis, in the format specified in **(Section B).** The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section B).**

It is the County's intent to establish a contractual arrangement for specified commodity or service. Any services not specifically named on the pricing pages are to be named and priced on Additional Response Area **(Section C).** Additional pricing may be submitted on subsequent pages so long as presented in a manner consistent with supplied format.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Bidder would foresee additional charges/fees, the bidder must

include that information on the exception sheet found in **(Section C).**

19.0 Termination for Convenience

Lucas County reserves the right to terminate the resulting contracts for its convenience by giving the bidder 30 (thirty) days written notice. Lucas County reserves the right to terminate during the contract period or any subsequent renewal period.

20.0 Termination for Default

Lucas County may terminate the contract at any time the bidder fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice. The bidder will have thirty days after notice of required improvement to make necessary corrections. If, after such notice, the bidder fails to remedy the conditions, Lucas County will issue an order to stop work immediately and terminate the contract without obligation.

21.0 Non-Acceptance Criteria for Work, Materials and Service

No certificate of payment, no provision in the bidding documents, or any partial shipment of materials or entire occupancy of government shall constitute an acceptance of work, materials or service not done or provided in accordance with the contract documents, or relieve the bidder of liability for any express or implied warranties or responsibility for faulty materials or workmanship. The bidder shall remedy any defects in the work, material or service and pay for any other resulting damage to other work, material or equipment which appears within one year of final acceptance of the work, materials, or service unless a longer period is elsewhere specified. Nothing stated herein should relieve the bidder of common law liability for latent defects, which may appear after the expiration of the warranty period.

22.0 Performance Requirements

The delivery of any material, equipment, or the performance of any service that does not conform in all respects to the specifications will be rejected and the Board of Commissioner’s representative and reasons for the rejection shall notify the Bidder. If the Bidder fails to make immediate replacement of such rejected material, equipment or service meeting the specifications, the Board of Commissioners will procure in the open market materials, and equipment, or hire labor of the quality required to meet the specifications up to the value rejected and the Bidder and his surety shall be liable to the Board of Commissioners for the total costs of the correction. The Board of Commissioner’s performance of the work, when the Bidder is not doing the work in accordance with the specifications of the contract, shall result in a claim against

the bidder for all costs and damages which will be allowed by reason of such non-performance.

If the Bidder defaults or neglects to carry out the work in any respect in accordance with the contract documents and fails to correct the default, except where an extension of time is granted in writing by the County, the County upon written notice to the Bidder may, without prejudice to any other remedies the County may have, make the correction required. If the default or neglect results in a threat to the safety of persons or property, the Bidder must immediately commence to correct such default or neglect upon written or oral notice.

23.0 Indemnification

The Bidder awarded this contract shall assume the defense of, indemnify, and save harmless the County or any authorized political subdivision receiving services under this contract from any claims or liabilities of any type or nature to any person, bidder, or corporation arising in any manner form the bidders performance of the work required under this contract and shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

24.0 Non-Appropriation of Funds

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

25.0 Co-Op Opportunities

ORC 9.48 allows any county to participate in contracts of other counties or townships in the acquisition of equipment, materials, supplies or services using the same terms, conditions and specifications and same or lower price.

Lucas County may permit authorized counties, townships or municipalities here after referred to as political subdivisions, to participate in contracts that Lucas County has entered into for the purchase of certain supplies, services, materials and equipment. Upon contract award, authorized political subdivisions are approved to order directly with the supplier. All invoices for such purchases must be sent directly to the ordering political subdivisions' billing address. Under no circumstances is Lucas County obligated to that political subdivision's financial commitments.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be place with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -
General Aggregate Limit - $2,000,000
Products-Completed Operations-

Aggregate Limit - $2,000,000
Personal and Advertising
Injury Limit - $1,000,000
Each Occurrence Limit - $1,000,000
Comprehensive Automobile Liability
Bodily Injury & Property Damage Liability Limit
Each Occurrence - $1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:

DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

CERTIFICATE HOLDER: Board of Lucas County Commissioners, c/o Purchasing Department, One Government Center, Suite 480, Toledo, Ohio 43604-2247.

SECTION A – AFFIDAVITS

DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C. Section 5719.042)

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 _____ (DATE) that

_____ (NAME OF COMPANY) was / was not (CIRCLE ONE) charged with delinquent

Personal Property Taxes by the Lucas County Auditor.

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

The amount of delinquent Personal Property Taxes due Lucas County is

_____ (AMOUNT) and unpaid penalties and interest are _____ (AMOUNT).

_____
(SIGNATURE)

_____
(COMPANY)

_____
(DATE)

Sworn to and subscribed before me this _____day of,_____ 20___.

(SEAL) _____
(NOTARY)

My Commission Expires:

_____
(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)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

_____ being first duly SWORN, deposes and says that he is the_____or authorized representative of _____ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

_____
(Affiant Signature)

_____
(Affiant Title)

SWORN to before me and subscribed in my presence
this _____ day of _____, 20_____.
(Date) (Month) (Year)

_____
(Notary Public)

(SEAL)

My Commission Expires

_____
(Date)

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 _____ (DATE) that

_____ (NAME OF COMPANY) has / has no (CIRCLE ONE) unresolved
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

_____ (AMOUNT) and unpaid penalties and interest are _____ (AMOUNT).

_____
(SIGNATURE)

_____
(COMPANY)

_____
(DATE)

Sworn to and subscribed before me this _____day of,_____ 20___.

(SEAL) _____
(NOTARY)

My Commission Expires:

_____

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.

COMPLIANCE AFFIDAVIT FOR BUSINESSES

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE BIDDER AND NOTARIZED

STATE OF OHIO }
}**ss:**
COUNTY OF LUCAS }

_____, being first duly sworn, deposes and says that
(Authorized Officer)
he/she is _____ of _____
(Title) (Company Name)
the party making the foregoing proposal or bid; that according to his/her knowledge, based upon company records the following individuals have a twenty-five (25%) percent or greater vested interest in _____.
(Company Name)

Name	Child Support Case/Order No:	Social Security Number:

Please check if applicable: _____ There are no individuals with twenty-five percent (25%) or greater vested interest in _____.
(Company Name)

_____
(signature)

Affiant:_____

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

_____
(Notary Public)

Best Bid Criteria Form

This form must be completed in its entirety and submitted with the Bid or response to Request for Proposal. Attach additional sheets if necessary to provide complete answers to the questions below. Do not include any misleading statements and make sure to include all facts necessary to make the statements made not misleading. The term "Project" means the project for which the attached Bid is submitted. All references to **"Bidder"** should be answered with respect to the **actual legal entity** submitting the bid.

Bidder Name_____

Bid Package No.:_____ Bid Item No(s).:_____

Project Name _____

Trade/Service _____

Product(s) Supplied _____

1. How many years has Bidder been engaged in the above referenced trade, rendered the above referenced service or supplied the above referenced products? _____

2. Describe Bidder's experience on projects similar in size, scope or complexity to the Project_____
_____
_____

3. Describe Bidder's experience with bid items similar in size, scope and complexity to the items included in this Bid _____
_____
_____

4. On a separate sheet, list all projects completed by Bidder in the preceding 36 months and for each, provide Bidder's original contract amount and final contract amount.

5. How many employees does Bidder have, both hourly and salaried? Describe Bidder's workforce, focusing on worker experience and continuity _____
_____
_____

6. Provide Bidder's EMR (Workers' Compensation Interstate/Intrastate Experience Modification Rate) for the most recent three years and attach verification of Bidder's EMR data from Bidder's insurance carrier or state fund _____
_____

7. Has Bidder been cited for OSHA violations in the last three years? If yes, please attach a separate sheet providing complete details including the date of each violation; the nature of each violation; the location and type of each violation and the sanction for each violation. If Bidder was fined, include the dollar amount.
____yes ____no

8. Has Bidder been cited in the last three years for violations of or failure to comply with any laws, including without limitation, unemployment laws, workers compensation laws, prevailing wage laws, wage and hour laws, tax laws, Fair Labor Standards Act, environmental laws, immigration laws or licensing requirements? If yes, on a separate sheet, provide complete details including the date of each citation or violation; the nature of each violation; and the sanction for each violation. If Bidder was fined, include the dollar amount. ____yes ____no

9. Is Bidder a participant in the Drug Free Workplace Program for Small Employers (OAC 4123-17-58-1)? ____yes ____no

10. Has Bidder been a party to litigation or arbitration proceedings in connection with any work performed, services rendered or products supplied in the last three years? If yes, on a separate sheet, provide complete details, including dates, parties, whether Bidder was a plaintiff/claimant or defendant/respondent, the nature of the dispute and the ultimate determination or other resolution (i.e. settlement). ___yes ___no

11. In the last three years, has Bidder had work rejected as defective (other than minor re-work accomplished without formal notice?) If yes, on a separate sheet identify each circumstance and Bidder's response. ___yes ___no

12. In the last three years, has Bidder been terminated prior to completion of a project for any reason other than the convenience of the Owner? If yes, on a separate sheet, identify each such circumstance and provide full details.
___yes ___no

13. In the past three years, has Bidder had its forces supplemented by an Owner, contractor or construction manager or had a claim made against it for defective, delayed or non-compliant work? If yes, on a separate sheet, identify each such circumstance and provide full details. ____yes ____ no

The undersigned certifies under oath that the information provided herein and on all supplemental pages of explanation is true, complete and correct.

_____

By _____

Title _____
(Signature must be notarized)

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

By _____, the _____ of

_____, a _____on

behalf of the _____.

_____
Notary Public

My Commission Expires: _____

LUCAS COUNTY AFFIDAVIT IN COMPLIANCE WITH O.R.C. SECTION 3517.13

Recent changes in Ohio law require Counties to obtain an additional affidavit from certain vendors regarding campaign contributions. With this affidavit you are simply affirming that you or your organization have not made campaign contributions to the Board of County Commissioners in an amount that exceeds the statutory maximum for organizations or individuals contracting with the County.

Please read the affidavit starting on page 2 for more specific details.

Additionally in order to ensure compliance with the law you must provide information regarding your business organization.

Is your organization a:

___ Publicly-traded for-profit corporation

___ Privately-held for-profit corporation

___ Not-for-profit corporation

___ Partnership

___ Sole proprietorship

Please list any members of your organization with a 20% or greater ownership interest:

_____

_____

_____

Please list any political action committees associated with your organization:

_____

_____

_____

1

STATE OF_____

COUNTY OF_____, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13 (campaign contributions and reporting) and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I)(1)[1]:

    a. the individual;
    b. each partner or owner of the partnership or other unincorporated business;
    c. each shareholder of the association;
    d. each administrator of the estate;
    e. each executor of the estate;
    f. each trustee of the trust;
    g. each spouse of any person identified in (a) through (f) of this section;
    h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
    i. any combination of persons identified in (a) through (f) of this section.

[1] O.R.C. § 3517.13 (I) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any person or entity* listed herein in paragraph 1, sub-paragraphs a-i above, *has made, as an individual*, within the previous twenty-four (24) months, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

2. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I)(1) (b)[2]:
   a. the individual;
   b. each partner or owner of the partnership or other unincorporated business;
   c. each shareholder of the association;
   d. each administrator of the estate;
   e. each executor of the estate;
   f. each trustee of the trust;
   g. each spouse of any person identified in (a) through (f) of this section;
   h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
   i. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

3. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)[3]:

   a. an owner of more than twenty per cent of the corporation or business trust;
   b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
   c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
   d. any combination of persons identified in (a) through (c) of this section.

4. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(2)[4]:

---

[2] O.R.C. § 3517.13 (I) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any combination of the person or entity* listed herein in paragraph 2, subparagraphs ~~a~~-i above, *has made* within the previous twenty-four (24) months, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

[3] O.R.C. § 3517.13 (J) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any person listed herein in paragraph 3, sub-paragraphs a-d* has made, *as an individual*, within the previous twenty-four (24) months, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

[4] O.R.C. § 3517.13 (J) (1) (b) provides: no agency or department of this state or any political subdivision

a. an owner of more than twenty per cent of the corporation or business trust;
b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
d. any political action committee affiliated with the corporation or business trust.

BIDDER:

SIGNATURE:_____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

---

shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any combination of the following has made*, within the previous twenty-four (24) months, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

4

Lucas County Contract Transparency Purchasing Policy Disclosure

In the spirit of a more transparent Lucas County government, the Board of Lucas County Commissioners adopted Resolution #08-532 on May 13, 2008 requiring disclosure of political donations by certain individuals and/or political action committees related to the award of certain contracts. This policy applies to any contract at or above $10,000 that requires a vote of the Board.

Please list all contributions made by any owners of this company (as defined by ORC 3517.13(I)(1)(a)) or political action committees directly associated with this company (as defined by ORC 3517.13(J)(1)(a)) within one year prior to the date of this award to any Lucas County elected officials. If no contributions have been made, please note "None."

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

BIDDER:

SIGNATURE:_____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this

_____ day of _____, 20 _____.

NOTARY PUBLIC: _____

My Commission Expires: _____

LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF _____

COUNTY OF _____**,** ss:

Personally appeared before me the undersigned, as an individual or as a representative of

_____for a contract for_____
(Name of Entity (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweatfree Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

_____

_____

_____

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.

3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.

4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

5. I have furnished a copy of the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires:
_____

LUCAS COUNTY LIVING WAGE AFFIDAVIT

STATE OF _____

COUNTY OF _____, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

_____for a contract/public incentive for
(Name of Entity)

for_____
(Type of Product, Service or public incentive)

to be awarded by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Living Wage Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. I have personal knowledge of the information contained herein.

2. Number of employees. _____

3. Is the company/entity a non-profit? YES____ NO ____

4. Are employees paid a wage equivalent to at least 110% of the most recent federal poverty guidelines for a family of four, as defined by the Department of Health and Human Services and adequate healthcare coverage as defined in the Commissioners Living Wage resolution? YES____ NO ____

5. If no healthcare coverage is provided, are employees paid a wage equivalent to at least 130% of the most recent federal poverty guidelines for a family of four, as defined by the Department of Health and Human Services? YES____ NO ____

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires:
_____

OHIO PUBLIC SAFETY
EDUCATION • SERVICE • PROTECTION

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration 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.

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

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

HLS 0038 2/06

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?
   ☐ Yes ☐ No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
   ☐ Yes ☐ No

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 Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland 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

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

Terrorist Exclusion List

As of March 16, 2009

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO) (International, Palestinian)
2. Abu Sayyaf Group (ASG) (Philippines)
3. Al-Aqsa Martyrs Brigade (Palestinian)
4. Al-Shabaab (Somali)
5. Ansar al-Islam (Iraqi Kurdistan)
6. Armed Islamic Group (GIA) (Algeria)
7. Asbat al-Ansar (Lebanon)
8. Aum Shinrikyo (Japan)
9. Basque Fatherland and Liberty (ETA) (Spain, France)
10. Communist Party of the Philippines/New People's Army (CPP/NPA) (Philippines)
11. Continuity Irish Republican Army (Northern Ireland)
12. Gama'a al-Islamiyya (Egypt)
13. HAMAS (Islamic Resistance Movement) (Palestinian)
14. Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B) (Bangladesh)
15. Harakat ul-Mujahidin (HUM) (Kashmir, India)
16. Hizballah (Party of God) (Lebanon)
17. Islamic Jihad Group (Syria)
18. Islamic Movement of Uzbekistan (IMU) (Uzbekistan)
19. Jaish-e-Mohammed (Army of Mohammed) (JEM) (Kashmir, India)
20. Jemaah Islamiya organization (JI) (Southeast Asia)
21. al-Jihad (Egyptian Islamic Jihad) (Egypt)
22. Kahane Chai (Kach) (Israel)
23. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK, Kongra-Gel) (Turkey, Iran, Iraq, Syria)
24. Lashkar-e Tayyiba (Army of the Righteous) (LT) (Kashmir)
25. Lashkar i Jhangvi
26. Liberation Tigers of Tamil Eelam (LTTE) (Sri Lanka)
27. Libyan Islamic Fighting Group (LIFG) (Libya)
28. Moroccan Islamic Combatant Group (GICM) (Morocco)
29. Mujahedin-e Khalq Organization (MEK) (Iran)
30. National Liberation Army (ELN) (Colombia)
31. Palestine Liberation Front (PLF) (Palestinian)
32. Palestinian Islamic Jihad (PIJ) (Palestinian)
33. Popular Front for the Liberation of Palestine (PFLF) (Palestinian)
34. PFLP-General Command (PFLP-GC) (Palestinian)
35. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network) (Iraq)
36. al-Qa'ida (Global)
37. al-Qa'ida in the Islamic Maghreb (formerly GSPC) (The Maghreb)
38. Real IRA (Northern Ireland)
39. Revolutionary Armed Forces of Colombia (FARC) (Colombia)
40. Revolutionary Nuclei (formerly ELA) (Greece)
41. Revolutionary Organization 17 November (Greece)
42. Revolutionary People's Liberation Party/Front (DHKP/C) (Turkey)
43. Shining Path (Sendero Luminoso, SL) (Peru)
44. United Self-Defense Forces of Colombia (AUC) (Colombia)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salifiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabililah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

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11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Commité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)
    American Friends of the United Yeshiva (Kahane Chai and Kach)
    American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)
    Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

SECTION B – SPECIFICATIONS & PRICING

ARTICLE 1 INTRODUCTION

PROJECT DESCRIPTION/LOCATION

The LUCAS COUNTY ARENA in association with facility manager SMG seeks proposals for SPOTLIGHTS to support the requirements of the ARENA. The ARENA is operated by SMG and is a multifunction facility capable of hosting a variety of events including but not limited to hockey, football, basketball games, concerts, family shows, etc.

PROJECT TIMING

The SPOTLIGHTS must be 100% installed/delivered by no later than date below. Bidder should identify issues meeting delivery date in response.

Proposal shall be good for 90 days. Owner reserves the right to choose all or parts of proposals as per the best interest of the LUCAS COUNTY ARENA and Lucas County, OH.

Site is under the jurisdiction of The Lathrop Company.

ARTICLE 2 WARRANTIES

The SPOTLIGHTS and its components shall be warranted for a period of at least one (1) year following final acceptance, unless otherwise stated in specifications.

ARTICLE 3 CRITICAL DATES

Bidders Notification	April 9, 2009
Site Visit	N/A
RFI (Request for Information) / Substitution submission Deadline	April 20, 2009
RFI (Request for Information) / Substitution Response by SMG	April 24, 2009
Bid Opening Date & Time	2:00 PM Local Time, April 30, 2009
SMG Recommendation to Lucas County	On or about May 1, 2009
Anticipated Award of Bid	May 5, 2009
Anticipated Delivery Date Confirmation to follow with award	September 1, 2009 (no later than September 15, 2009)

ARTICLE 4 SUBMITTALS

4.1 The Bidder shall include a Price Proposal detailing costs in an itemized format. At minimum, the pricing sheet(s) must show the price breakdowns as illustrated in the Pricing Sheet attached.

4.2 The Bidder shall describe any potential problems, which may impact the delivery date.

4.3 The Bidder shall include a minimum of five (5) references for comparable systems and installation efforts successfully performed by the Bidder within the last 18 months in similar projects.

4.4 Each Bidder is required to provide the following information in the amounts requested. Bidders who fail to provide any of the submittals requested will not be given consideration.

Submit one (1) copy of Drawings (if applicable) and Product information sufficient to explain the bidders proposed system/product and adherence to the bid specifications.

Submit one (1) copy of manufacturer's descriptive literature and manufacturer's fabrication specifications.

Submit one (1) copy of manufacturer's warranty if different from the Vendor's warranty as required in the Terms and Conditions.

Submit one (1) copy of manufacturer's operating, service and/or parts manual.

Submit one (1) copy of certificate of insurance as described above.

4.5 The Bidder shall forward one (1) original and two (2) copies of the Proposal to the following addresses no later than time and date specified in Article 3. Proposal must be signed and sealed by a corporate officer, general partner, sole proprietor, (as applicable) or other authorized signatory having the authority to commit the Bidder in full.

4.6 The Bidder shall present a description of manufacturing plant location and ability to furnish replacement parts, service to Lucas County Arena, Toledo, OH within 72 hour period during Warranty period.

ARTICLE 5 PAYMENT INFORMATION

Payments with regards to this Solicitation will be made by Lucas County, Ohio directly to vendor. All items will be check upon arrival to ensure each is in approved condition prior to payment.

ARTICLE 6 BIDDING INSTRUCTIONS

Bidders shall submit one response per solicitation and shall not propose more than one price, model, and brand for each bid item on that solicitation. Should a bidder desire to submit multiple or alternate proposals each should be submitted in a separate solicitation and marked "ALTERNATE PROPOSAL."

All Proposals shall include but not limited to all freight, installation (if necessary), insurance, Bonding, etc. All items shall be shipped to LUCAS COUNTY ARENA shall be Bidder's/Vendor's through manufacturering, transport, installation and commissioning. Lucas County, LUCAS COUNTY ARENA shall take ownership after final sign off and close out is complete.

It is the Bidders' responsibility to specifically address the variances to Specifications as laid out in the Solicitation. Any Alternate Proposal that does not provide line item specification variance explanation where needed will be rejected if deemed non-compliant to this section by the evaluation Committee.

SUBSTITUTIONS

Should the proposer desire approval of some material or product other than that specified, it must submit a written request for approval of the substitute item in accordance with the following requirements:

1. Requests for approval of equals or substitutions must be made in writing and received by SMG no later 5:00 p.m. EST on the date in Article 3 – RFI / Substitution Submission deadline. Requests for substitution will not be considered after Notice to Proceed.
2. Requests for substitution will not be considered after established date.
3. All such requests must be made on the Substitution Request Form; see attached at end of this Section.
4. Any approval of the proposed equals or substitutions will be made by Addendum on the Lucas County website as per the date in Article 3 – RFI / Substitution response date. Bidders shall not rely upon any approval not incorporated into the Contract Documents in this matter.
5. Requests received after this time will not be reviewed or considered. No request for approval will be considered unless submitted in accordance with this Section.
6. Final decision as to whether an item is an equal or satisfactory substitution rests with SMG.
7. Clearly mark manufacturer's literature to indicate equality in performance and appearance.

SUBSTITUTION REQUESTS

Every substitution request must state whether the item offered is an equal or equivalent to the specified product. The substitute material or product must be accompanied by its reference in the Contract Documents and complete catalog, technical and other information, as appropriate. In addition to requirements indicated on the Substitution Request Form, comply with following:

1. As required, include samples showing comparison of physical and other pertinent characteristics as required to establish equivalence of acceptability for the proposed application.
2. Where specific test results are required by the Contract Documents, the comparison data for the proposed item shall be based upon the same test methods as those specified, or they shall be correlated to clearly demonstrate comparability.
3. The same guarantee/warranty described for the specified product is required for the substitution.
4. Coordination information, including a list of changes or modifications needed to other parts of the Work that will become necessary to accommodate the proposed substitution.
5. Cost information, including net change, if any.
6. Bidder shall accompany any request for substitution with such drawings, specifications, samples, manufacturer's literature, performance data, and other information necessary to describe and evaluate the proposed substitution completely. The burden of proof shall be on the Bidder.
7. As required, provide a minimum of five (5) references for comparable systems and installation efforts successfully performed by the Bidder within the last 18 months where proposed substitute product has been used successfully, on a separate sheet, include names, addresses, date of installation and contact name of Owner of facilities manager.

SUBSTITUTION REQUEST FORM

SUBMIT TO:
Lucas County, OH c/o Michael Godoy 300 Conshohocken State Road, Suite 450 West Conshohocken, PA 19428 610-729-1021 Office 866-857-3083 Fax

Relative Project:

Name:_____

Address:_____

City/State:_____

Solicitation Number:_____

The undersigned request for consideration, the following product instead of the specified item for above Project:

Proposed Substitution: _____

_____

Reason for Substitution: _____

_____

REQUIREMENTS FOR REQUEST TO BE CONSIDERED *– To support the substitution, provide product data, dimensional data, photographs, samples, performance and test data, and project references as necessary to evaluate the substitution request. In addition, a side-by-side matrix must be included of the specified criteria comparing it to the proposed substitution.*

Submitted by:

Proposer: _____
(Print Name of authorized officer) (Signature of authorized officer) (Date)

Firm: _____

Address: _____

Contact Name / Email: _____ / _____

Telephone / Fax #: _____ / _____

EXHIBIT A - TECHNICAL SPECIFICATIONS

SPOTLIGHT:

The items specified shall be xenon spotlights of the types and in the quantities as specified herein.

Installation: Installation shall be supervised by a service technician who has been trained and certified by the manufacturer. This technician shall further commission the system as follows:

1. Safely lamp each Spotlight
2. Mechanically adjust each Spotlight to correct any misalignment.
3. Trim the light output of each Spotlight to maximize the intensity with a flat field.
4. Provide training to instruct persons designated by SMG in the safe operation and maintenance of the Spotlight system.
5. Prevailing wage rates apply.

LONG THROW SPOTLIGHT:

The items specified shall be Strong Gladiator IV or APPROVED EQUAL

Throw Capabilities:

- Adjusted for flat field (approximately 70%) with a 4,000 watt xenon lamp the unit shall produce a continuous range of illumination from Flood focus to 44,280,000 beam candlepower in Spot focus.
- The Field diameter at a 400 foot throw shall be continuously adjustable from Flood focus to 24.4 feet (3.5 degrees) in Spot focus. With full iris the Field diameter in spot focus shall be 58 inches (0.69 degrees).

Light Source: High efficiency Xenon lamphouse with deep ellipsoidal metal reflector. This lamphouse shall accept each of the following lamps:

- 2,500 watt xenon
- 3,000 watt xenon
- 4,500 watt xenon, which can be adjusted down to 3,500 watts.

Lens System:

- A trombone style one handed zoom focus mechanism shall simultaneously adjust both the rear and front lenses throughout the zoom range from spot to flood.
- All lenses shall use high-grade photo-optical glass.
- Six-filter self cancelling color boomerang with color filters.

Electrical Specification: The model #6200092 solid-state switching power supply shall transform the incoming AC voltage to low voltage DC 60 kHz. square wave current, continuously adjustable from 50 to 150 amps.

- The power supply shall be a separate unit from the Spotlight, connected by a factory supplied cable with mil spec connectors.

- Switchable analog DC ammeter/ voltmeter
- Lamp operation elapsed hour meter
- Forced-air cooling by internally wired blower
- ON/OFF ignition switch
- Lamp field focus controls and centering joystick to adjust the xenon lamp's focal position relative to the reflector in three dimensions without the use of tools

Dimensions: Overall Spotlight Length - 81"

Overall Stand Width - 45"

Overall Height - 69" (adjustable in two increments of four inches each.)

Accessory: The Spotlight shall incorporate a clipboard spring latch and dry marker white strip on the lens tube chassis to accommodate operator notes.

Maximum downward tilt: 56-degree min.

Maximum upward tilt: 45-degree min.

Horizontal Sweep: 360-degree

Safety Listing:

- Equipment shall be Listed and Labeled by an OSHA recognized NRTL (Nationally Recognized Testing Laboratory) as follows:
  - * The Spotlight shall meet ANSI/UL 1573 for Stage and Studio Lighting Units
  - * The solid-state switching Xenon Power Supply shall meet ANSI/UL 1012 for Power Supplies.

MEDIUM THROW SPOTLIGHT:

The items specified shall be Strong Gladiator IV or APPROVED EQUAL

Throw Capabilities:

- Adjusted for flat field (approximately 70%) with a 2,000 watt xenon lamp the unit shall produce a continuous range of illumination from 2,880,000 beam candlepower in Flood focus to 12,280,000 beam candlepower in Spot focus.
- The Field diameter at a 200 foot throw shall be continuously adjustable from 27.6 feet (7.9 degrees) in Flood focus to 13 feet (3.7 degrees) in Spot focus. With full iris the Field diameter in spot focus shall be 40 inches (1.0 degrees).

Light Source: High efficiency Xenon lamphouse with deep ellipsoidal metal reflector. This lamphouse shall accept each of the following lamps:

- 1,000 watt xenon
- 1,600 watt xenon
- 2,000 watt xenon

Lens System:

- A trombone style one handed zoom focus mechanism shall simultaneously adjust both the rear and front lenses throughout the zoom range from spot to flood..
- All lenses shall use high-grade photo-optical glass.

- Six-filter self cancelling color boomerang with color filters.

Electrical Specification: The model #6200091 solid-state switching power supply shall transform the incoming AC voltage to low voltage DC 60 kHz. square wave current, continuously adjustable from 50 to 75 amps.

- The power supply shall be a separate unit from the Spotlight, connected by a factory supplied cable with mil spec connectors.
- Analog DC ammeter
- Lamp operation elapsed hour meter
- Forced-air cooling by internally wired blower
- ON/OFF ignition switch
- Lamp field focus controls and centering joystick to adjust the xenon lamp's focal position relative to the reflector in three dimensions without the use of tools

Dimensions: Overall Spotlight Length - 77 ½"

Overall Stand Width - 45"

Overall Height - 62" (adjustable in two increments of four inches each.)

Accessory: The Spotlight shall incorporate a rounded shield on top to reduce light leak and protect the operator's forearm from heat.

Maximum downward tilt: 45-degree min.

Maximum upward tilt: 25-degree min.

Horizontal Sweep: 360-degree

Safety Listing:

- Equipment shall be Listed and Labeled by an OSHA recognized NRTL (Nationally Recognized Testing Laboratory) as follows:
  - * The solid-state switching xenon Power Supply shall meet ANSI/UL 1012 for Power Supplies.

EXHIBIT A - TECHNICAL SPECIFICATIONS

I/we make the following Technical Specifications as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.

2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by Lucas County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.

4. I/we understand that neither Lucas County nor SMG will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Lucas County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.

6. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

_____

Signature of Proposer

_____

Title Date

Exhibit B - Pricing Sheet

We propose to furnish all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for installation of SPOTLIGHTS in accordance with bid specifications, for the price of:

The Owner reserves the right to accept and/or reject any or all of the Itemized bids. The Owner reserves the right to award Itemized bids to separate bidder/vendors.

TOTAL PURCHASE PRICE (Includes; insurance, freight, installation, and/or training cost.) _____

ITEMIZED PRICING

Base Spotlights Est. $104,000	Quantity	Unit Price	Extended Price
Long Throw Spotlights	4	_____	_____
Spotlight lamps 3,000 Watt xenon	4	_____	_____
Medium Throw Spotlights	4	_____	_____
Spotlight lamps 2,000 Watt xenon	4	_____	_____
System commissioning service by a factory Trained and Authorized Technician (Include copy of Technician's certificate from the manufacturer)	1	_____	_____

Note = Each bid shall be accompanied with itemized list of parts breaking down each package listed above.

The undersigned hereby declares that it:

1. Is thoroughly familiar with the provisions of the RFP documents and conditions at the Site, and has had the opportunity to receive and/or review all reference reports and documents related to Site conditions;
2. Has the equipment, technical ability, experience references, personnel and facilities to properly complete, coordinate and administer the Contract, should it be awarded to it, in accordance with Contract Documents;
3. Is of the opinion that the Contract Documents are appropriate and adequate for the construction/completion of this Project;
4. Has the expertise and experience to perform the Work in conformance with the Contract Documents and requires no additional information.

Proposer: _____

(Print Name of authorized officer) (Signature of authorized officer) (Date)

Address: _____

Contact Name / Email: _____ / _____

Telephone / Fax #: _____ / _____

SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA

EXCEPTION FORM

PAGE #	*EXCEPTION*

ADDITIONAL RESPONSE AREA

IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, **you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.**

Formal bid to: Lucas County Support Services
One Government Center, Suite 480
Toledo OH 43604-2247

Item for bid _____

Invitation to Bid No. or Request for Proposal No. _____

Date of Bid Opening _____

Bid Opening Time _____

Vendor Name _____