



LUCAS COUNTY OHIO

INVITATION TO BID

LUCAS COUNTY ARENA FURNITURE - MULTI-PURPOSE ARENA

ADMINISTRATION	09-041P
COUNTY AGENCY	BID NUMBER

JUNE 11, 2009 AT 2:00 PM (local time)

DATE AND TIME OF BID OPENING

There is a mandatory pre-bid meeting, at the SeaGate Center, 401 Jefferson Avenue, Toledo, OH 43604 at 9:00 AM (local time), June 1, 2009. Room information will be posted in the SeaGate Center the day of the meeting.

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 of Lucas County Arena Furniture for the new 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 **June 11, 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. **A Pre-Bid conference is scheduled at the SeaGate Center, 401 Jefferson Avenue, Toledo, OH 43604 at 9:00 AM (local time), June 1, 2009. Room information will be posted in the SeaGate Center the day of the meeting.**

**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 **June 11, 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**

<b>X</b>	Applicable if box is checked
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Detailed questions regarding this Invitation to Bid can be addressed at the Mandatory Pre-Bid Conference held at the SeaGate Center, 401 Jefferson Avenue, Toledo, OH 43604 at 9:00 AM (local time), June 1, 2009. Room information will be posted in the

SeaGate Center the day of the meeting. Attendance is mandatory; failure to attend Pre-Bid Conference will disqualify your bid. There will be no written responses to questions unless research is required, in that instance, written responses will be mailed or sent via fax or e-mail to all bidders along with any and all amendments that are issued to those that attended the Pre-Bid Conference.

**5.0 Prevailing Wage**

<input type="checkbox"/>	Applicable if box is checked
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**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  
Support Services Manager  
One Government Center, Suite 480  
Toledo OH 43604

Voice: (419) 213-4509  
Fax: (419) 213-4533

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 from 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 placed 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 \_\_\_\_\_ that  
(DATE)

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

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  
\_\_\_\_\_ 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:

(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 \_\_\_\_\_ 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:  
\_\_\_\_\_

**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.



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:

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Please list any political action committees associated with your organization:

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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)<sup>1</sup>:
  - 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.

<sup>1</sup> 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)<sup>2</sup>:
  - 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)<sup>3</sup>:
  - 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)<sup>4</sup>:

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.



**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 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				

<b>DECLARATION</b> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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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 (KKG, 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 (PFLP) (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 Salafiya; 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)

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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-Sabilillah 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. Comité 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 BOARD OF COMMISSIONERS in association with facility manager SMG seeks proposals for ARENA SUITE FURNITURE 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 ARENA SUITE FURNITURE must be 100% installed/delivered by no later than date below. Bidder should identify issues meeting delivery date in response described as “Substantial Completion”.

Proposal shall be good for 180 days. Owner reserves the right to choose all or parts of individual proposals as deemed in the best interest of the LUCAS COUNTY BOARD of COUNTY COMMISSIONERS and Lucas County, OH.

Site is under the jurisdiction of Lathrop Construction.

**ARTICLE 2****WARRANTIES**

The ARENA SUITE FURNITURE and its components shall be warranted for a minimum period of at least FIVE (5) years following final acceptance, unless otherwise stated in specifications.

**ARTICLE 3****CRITICAL DATES**

<b>Bidders Notification Legal Notice</b>	<b><u>05-22-09</u></b>
<b>Mandatory Pre-Bid/Site Visit – 9:00 a.m. local time; SeaGate Convention Center; Room TBD</b>	<b><u>06-01-09</u></b>
<b>RFI (Request for Information) / Substitution submission Deadline</b>	<b><u>06-04-09</u></b>
<b>RFI (Request for Information) / Substitution Response by Lucas County</b>	<b><u>06-08-09</u></b>
<b>Bid Opening Date &amp; Time – 2:00 p.m. local time; Suite 800, One Government Center</b>	<b><u>06-11-09</u></b>
<b>Recommendation to Lucas County BCC</b>	<b><u>06-12-09</u></b>
<b>Anticipated Award of Bid</b>	<b><u>06-16-09</u></b>
<b>Lucas County Confirmation Letter to Award Winner</b>	<b><u>06-25-09</u></b>
<b>Anticipated Delivery Date</b>	<b><u>08-25-09</u></b>
<b>Substantial Completion (All furniture delivered and installed)</b>	<b><u>09-09-09</u></b>
<b>Project Completion Date (Repairs, replacements, corrections to furniture)</b>	<b><u>09-30-09</u></b>

**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 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.
- 4.6.1** The Bidder shall present a description of manufacturing plant location and ability to provide service to furniture items at the Lucas County Arena, Toledo, OH within 72 hour period during Warranty period. Replacement of defective and or damaged same furniture items must occur within reasonable manufacturing production cycles.

**ARTICLE 5****PAYMENT INFORMATION**

Payments with regards to this Solicitation will be made by Lucas County, Ohio directly to vendor. All items will be checked 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 be limited to all freight, installation (if necessary), insurance, bonding, etc. All items shall be shipped to and received at the new LUCAS COUNTY ARENA receiving dock off of Madison Avenue. All associated shipping activities including cost for these furniture items shall be Bidder's/Vendor's responsibility through manufacturing, transport, installation and commissioning. Lucas County, LUCAS COUNTY BOARD of COUNTY COMMISSIONERS 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.

## **ARTICLE 7**

## **APPROVED EQUAL PROCESS**

### **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 the Lucas County Planning Manager no later 5:00 p.m. EST on the date in Article 3 – RFI / Substitution Submission deadline.
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 substitution 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 the Owner or Owner's Designated Representative(s).
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. 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.
6. 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 or facilities manager.

## SUBSTITUTION REQUEST FORM

**SUBMIT TO:**  
Lucas County, OH  
c/o Neil Green, Lucas County Planning Manager  
Facility Service Building, 1819 Canton Street  
Toledo, OH 43604  
419/213-6422 Office  
419/213-6407 Fax  
[ngreen@co.lucas.oh.us](mailto:ngreen@co.lucas.oh.us) e-mail

**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  
ITEM #1 BISTRO TABLES**

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**BISTRO TABLES**

**QUANTITY: 74**

**The item specified shall be KFI BISTRO TABLE, OR APPROVED EQUAL.**

**GENERAL**

**Dimensions:**     Diameter:                     Approx. 30"  
                         Height:                                 Approx. 38"  
                         Weight:                                 Max. 45 lbs.  
                         Base Spread:                         Approx. 22" x 22"

**CONSTRUCTION**

**Table Column:** Table column shall be 3-inches in diameter and fabricated from 16 gauge steel tube.

**Table Legs:**     Legs shall be constructed of cast iron with slight arch to leg structure. Legs shall be secured to table column with center bolt and inset to allow for base or column replacement if damaged.

**Table Surface:** The table surface core shall be medium-density fiberboard in the size and shape indicated and not less than 1-1/4 inches in thickness. The top exposed surface shall receive high pressure plastic laminate manufactured by Nevamar or an approved equal. Laminate shall be fully adhered to the core material. Owner shall select final color and texture from manufacturer's full range of standard colors and finishes. Table edge shall be finished with standard PVC 'T' mold adhered by manufacturer's standard requirements. Finished dimensions of overall table shall be approximately 38" in height.

**Glides:**             Bases of table legs shall have heavy-duty, non-marring, manually adjustable glides on each leg point. Glides shall be designed to prevent damage to carpet or smooth finished floor surfaces.

**Finish:**             All metal surfaces shall be cleaned using a power-wash system that incorporates high concentration detergent cleaning, adequate rinsing and phosphatizing, to prepare the metal surfaces for finishing. Apply epoxy polyester powder coating (EPPC) to all metal surfaces. Final finish to be "Black Tex" # RAL 9011.

**EXHIBIT A - TECHNICAL SPECIFICATIONS  
ITEM #2 BISTRO CHAIRS**

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**BISTRO CHAIRS**

**QUANTITY: 204**

**The item specified shall be an allermuir SCALA: AJV412PBS Bistro Chair, OR APPROVED EQUAL.**

**GENERAL**

**Dimensions:**    Width:                      Approx. 20.5”  
                          Depth:                              Approx. 22.5”  
                          Height:                             Approx. 43”  
                          Seat Height:                      Approx. 29”  
                          Weight:                             Approx. 17 lbs.

**CONSTRUCTION**

**Chair Frame:**    Constructed of 5/8” O/Dia x 14 swg thick metal tubes to British Standard 6323 part 5 ERW formed to shape & M.I.G. welded together. Integrated foot rest and cross members M.I.G. welded to provide structural strength and functionality.

**Chair Back:**    Constructed of 1/2” thick Beech veneer plywood and High Resilient (HR-55) Polyurethane foam. Chair back shall be upholstered with a textile fabric containing at least 82% polyester and 18% rayon with a weight of at least 22.5 ounces per lineal yard at standard 54-inch width. Fabric shall be treated with “Crypton ®” stain protection as manufactured by Knoll Textiles or equal to Knoll Textile Upholstery Class C. The final fabric color and pattern will be selected by the Owner after award of bid and prior to fabrication from fabric samples provided by the manufacturer from within the specific fabric grade range. The back is attached to the frame by 4- M4 Socket Cap Screws fitting into inserts in the back board..

**Chair Seat:**    Constructed of 1/2” thick Beech veneer plywood and High Resilient (HR-55) Polyurethane foam. Chair Seat shall be upholstered with a textile fabric containing a at least 82% polyester, 18% rayon with a weight of at least 22.5 ounces per lineal yard at standard 54-inch width. Fabric shall be treated with “Crypton ®” stain protection as manufactured by Knoll Textiles or equal to Knoll Textile Upholstery Class C. The final fabric color and pattern will be selected by the Owner after award of bid and prior to fabrication from fabric samples provided by the manufacturer from within the specific fabric grade range. The seat is attached to the frame by 4- M4 Countersunk screws fitting into inserts in the underside of the seat board.

**Metal Glides:**    Bases of steel legs shall have heavy-duty, non-marring, vandal-proof metal glides. The design of the leg shall be such that metal glides surfaces will not wear through the exposed floor covering surfaces and will not cause damage to the floor. Glides should be capable of height adjustment.

**Finish:**            All metal surfaces shall be cleaned using a power-wash system that incorporates high concentration detergent cleaning, adequate rinsing and phosphatizing, to prepare the metal surfaces for finishing. Apply epoxy polyester powder coating (EPPC) to all metal surfaces. Final finish to be “Black Tex” # RAL 9011

**Misc:**             Plastic inserts are fitted to the bottom ends of the leg tubes. Stacking buffers are fitted to the underside of the frame to prevent damage to the seats of the lower chairs in stack of chairs.

All chairs are to manufactured to British Standard ISO 9002 control systems and meet BIFMA Test Standards.

**EXHIBIT A - TECHNICAL SPECIFICATIONS  
ITEM #3 LOUNGE CHAIRS**

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**LOUNGE CHAIR**

**QUANTITY: 64**

**The item specified shall be eko HYPATE Lounge Chair, OR APPROVED EQUAL.**

**GENERAL**

**Dimensions:**

Width:	Approx. 29 ¾"
Depth:	Approx. 30"
Height:	Approx. 34 ¼"
Seat Height:	Approx. 19"½"
Weight:	Max. 66 lbs.
Seat Size:	Approx. 19 ¾" x 20 ¼"
Back Size:	Approx. 19 ¾" x 17 ½"

**CONSTRUCTION**

**Chair Frame:** The internal frame shall be of hardwood with proper joinery. Frames will use dense hardwood plywood materials, CNC manufactured with "puzzle fit" joint construction and T-nut fasteners.

**Chair Legs:** Rear legs are to utilize kiln dried wood. Front legs are to be metal casters with 360' range of motion. Front and rear legs shall be connected securely to chair interior frame construction. The legs should be adequately reinforced for use in an arena application. This may include the use of steel stretchers and/or cross braces.

**Chair Frame:** Seat and back foundation shall have inner springs in addition to CAL 117E Polyurethane foam.

**Seat Cushion:** The seat cushion shall be designed and constructed to fit the seat frame. Finished dimensions of overall seat shall be approximately 15 ½" x 16 ½". Foam seat cushion shall be of 3" polyurethane foam, supported on ¼" thick hardboard base the polyurethane foam complies to the requirements and test procedures of ASTM Specifications D-3574-01, density 1.75 min., indentation force deflection of 40-55 or 55-65 and meets flammability requirements of CAL 117 bulletin, thus avoiding bottoming out when pressure is applied.

**Back Cushion:** The back cushion shall be minimum 1/8" thick contoured fiberboard with minimum 7/8" polyurethane foam.

**Upholstery:** Chair shall be upholstered with a textile fabric containing a at least 82% polyester, 18% rayon with a weight of at least 22.5 ounces per lineal yard at standard 54-inch width. Fabric shall be treated with "Crypton ®" stain protection as manufactured by Knoll Textiles or equal to Knoll Textile Upholstery Class C. The final fabric color and pattern will be selected by the Owner after award of bid and prior to fabrication from fabric samples provided by the manufacturer from within the specific fabric grade range. Owner reserves the right to select up to two (2) fabric colors for inclusion of the overall chair aesthetic appearance selected from within the specified fabric grade range.

**EXHIBIT A - TECHNICAL SPECIFICATIONS  
ITEM #4 OCCASIONAL TABLES**

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OCCASIONAL TABLES

QUANTITY: 58

The item specified shall be a High Point Furniture Cylinder Table, OR APPROVED EQUAL.

GENERAL

**Dimensions:** Diameter: Approx. 20 ½”  
Height: Approx. 14”  
Weight: Max. 30 lbs.

CONSTRUCTION

**Table Shape:** The Table shall be cylindrical in shape.

**Table Frame:** The Cylinder Table supporting interior framework may be of steel or wood materials sufficient to attach High Pressure Laminate surfaces securely. Framing with surface finished product must be able to support a top surface weight of up to 300# without failure.

**Table Top:** High Pressure Plastic Laminate fully adhered to a medium density fiber-board core of not less than ¾” nominal thickness utilizing exterior glue. Plastic laminate shall be manufactured by Nevamar or equal. Owner shall select final color and texture from manufacturer’s full range of standard colors and finishes.

**Table Sides:** High density fiberboard or multi layered plywood core material sufficient in strength to support adherence of Nevamar plastic laminate # WF0002E “Washington Apple”(same as Arena Suite food serving counter millwork laminate). Wood grain shall run in the vertical direction (parallel with the 14-inch height).

**SHIPMENT OF ARENA SUITE FURNITURE ITEMS**

ALL ARENA SUITE FURNITURE ITEMS shall be delivered to the NEW ARENA receiving area off of Madison Avenue unboxed. All steps necessary to provide protection of Arena Suite Furniture Items through shipment individually with cardboard packing insert material and/or enclosed in separate plastic bags shall be taken.

**EXHIBIT A - TECHNICAL SPECIFICATION TERM AGREEMENT**

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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 180 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 180-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**

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**BASE BID: ARENA SUITE FURNITURE ITEMS**

We propose to furnish all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for the ARENA SUITE FURNITURE ITEMS as listed in accordance with bid specifications, including insurance, freight, and/or care and maintenance training costs and installation, for the price of: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

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; and to adjust the quantity of any or all of the furniture items listed below and adjust Extended Price indicated based on the stipulated Unit Price provided below prior to award of contract. If no unit price is provided, the Owner reserves the right to divide the Extended Price by the Quantity shown for purposes of determining a Unit Price.

ITEMIZED PRICING

<u>Item description.</u>	<u>Item budget amount</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>ITEM #1 Bistro Tables</u>	<u>Est. \$16,280.00</u>	<u>74</u>	<u>                    </u>	<u>                    </u>
<u>ITEM #2 Bistro Chairs</u>	<u>Est. \$108,120.00</u>	<u>204</u>	<u>                    </u>	<u>                    </u>
<u>ITEM #3 Lounge Chairs</u>	<u>Est. \$54,400.00</u>	<u>64</u>	<u>                    </u>	<u>                    </u>
<u>ITEM #4 Occasional Tables</u>	<u>Est. \$12,440.00</u>	<u>58</u>	<u>                    </u>	<u>                    </u>

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

**ALTERNATE NO. 1: INDIVIDUAL ARENA SUITE FURNITURE ITEMS**

We propose to furnish all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for the ARENA SUITE FURNITURE ITEMS as listed in accordance with bid specifications, including insurance, and delivery freight without installation, for the price per item listed as follows.

INDIVIDUAL PRICING

<u>Item description.</u>	<u>Unit Price</u>
<u>ITEM #1 Bistro Tables</u>	<u>                    </u>
<u>ITEM #2 Bistro Chairs</u>	<u>                    </u>
<u>ITEM #3 Lounge Chairs</u>	<u>                    </u>
<u>ITEM #4 Occasional Tables</u>	<u>                    </u>

Each successful Arena Suite Furniture bidder, shall provide assurance to Lucas County Board of County Commissioners, that in the event some quantity of additional individual furniture purchases are required, the successful bid award prices (per item) contained in Alternate No. 1 will be maintained for a period of time not less than 180 days from date of award of contract.

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 #: \_\_\_\_\_ / \_\_\_\_\_

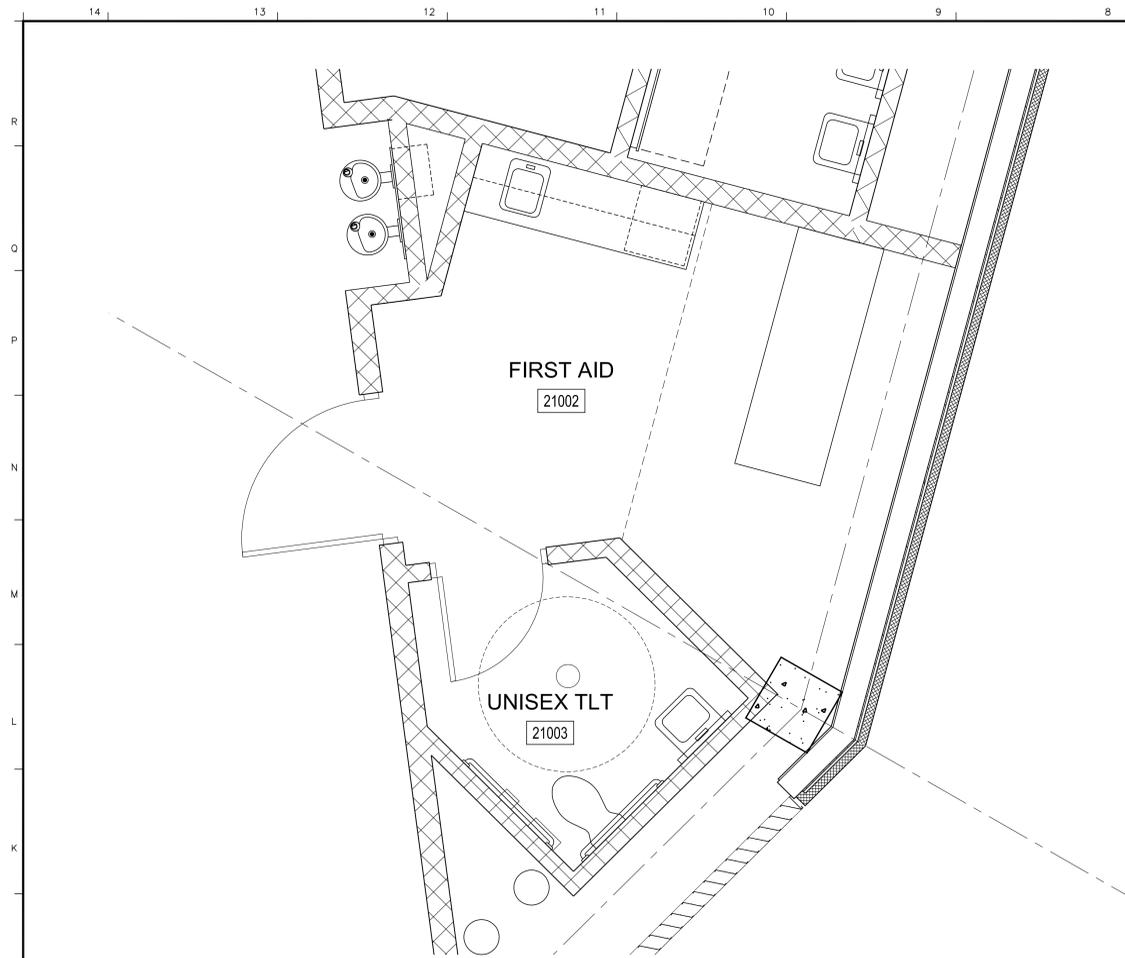
### **Exhibit C – Arena Suite Furniture Installation Plans**

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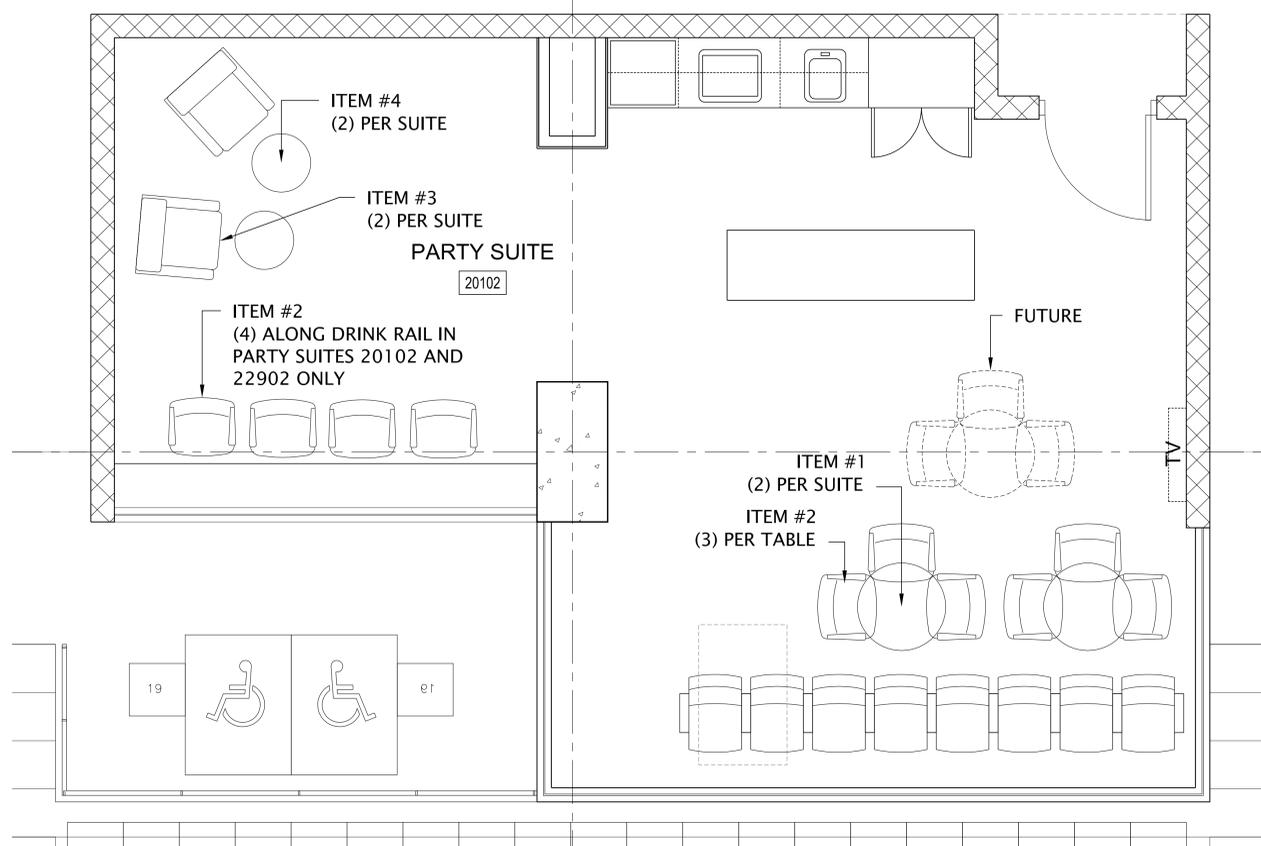
The following floor plans are typical of the proposed Arena Suites including furniture installation positions. These plans are to be used as the guide for placement of those FF&E furniture items awarded from these bids. Items in greater quantity than indicated on the following floor plans shall be installed in locations as directed by the Owner at time of delivery and installation by successful bidder.

#### **Attached Suite Plans**

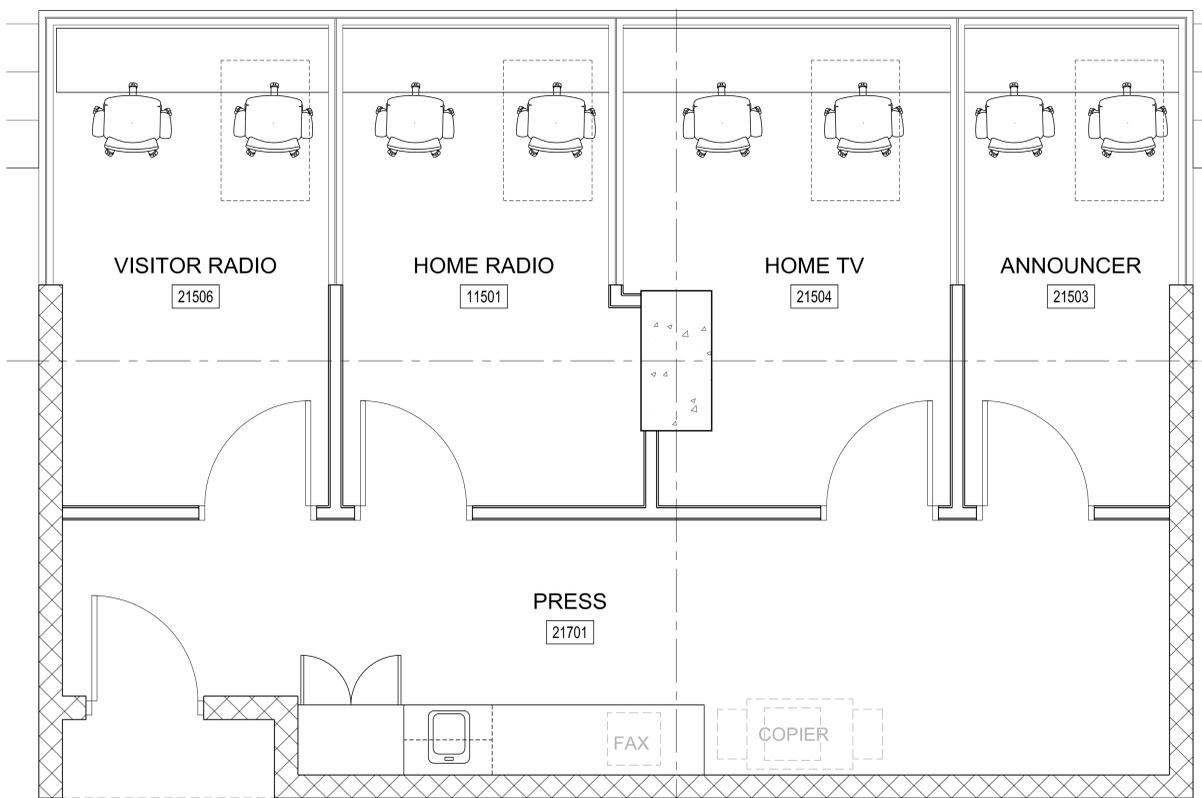
<b><u>Sheet number</u></b>	<b><u>Level within the Arena</u></b>	<b><u>Type of Suite</u></b>	<b><u>Revision date</u></b>
<b><u>FFE- 102.01</u></b>	<b><u>H1 PLAN CONCOURSE LEVEL</u></b>	<b><u>TYPICAL PARTY SUITE</u></b>	<b><u>UPDATED: 05/07/2009</u></b>
<b><u>FFE- 103.01</u></b>	<b><u>A1 PLAN SUITE LEVEL</u></b>	<b><u>TYPICAL SUITE</u></b>	<b><u>UPDATED: 05/07/2009</u></b>
<b><u>FFE- 103.02</u></b>	<b><u>A1 PLAN SUITE LEVEL</u></b>	<b><u>TYPICAL LARGE SUITE</u></b>	<b><u>UPDATED: 05/07/2009</u></b>
<b><u>FFE- 103.03</u></b>	<b><u>A1 PLAN SUITE LEVEL</u></b>	<b><u>CORNER SUITES LAYOUT</u></b>	<b><u>UPDATED: 05/07/2009</u></b>
<b><u>FFE- 103.04</u></b>	<b><u>A1 PLAN SUITE LEVEL</u></b>	<b><u>SUITES 12 &amp; 13</u></b>	<b><u>UPDATED: 05/07/2009</u></b>



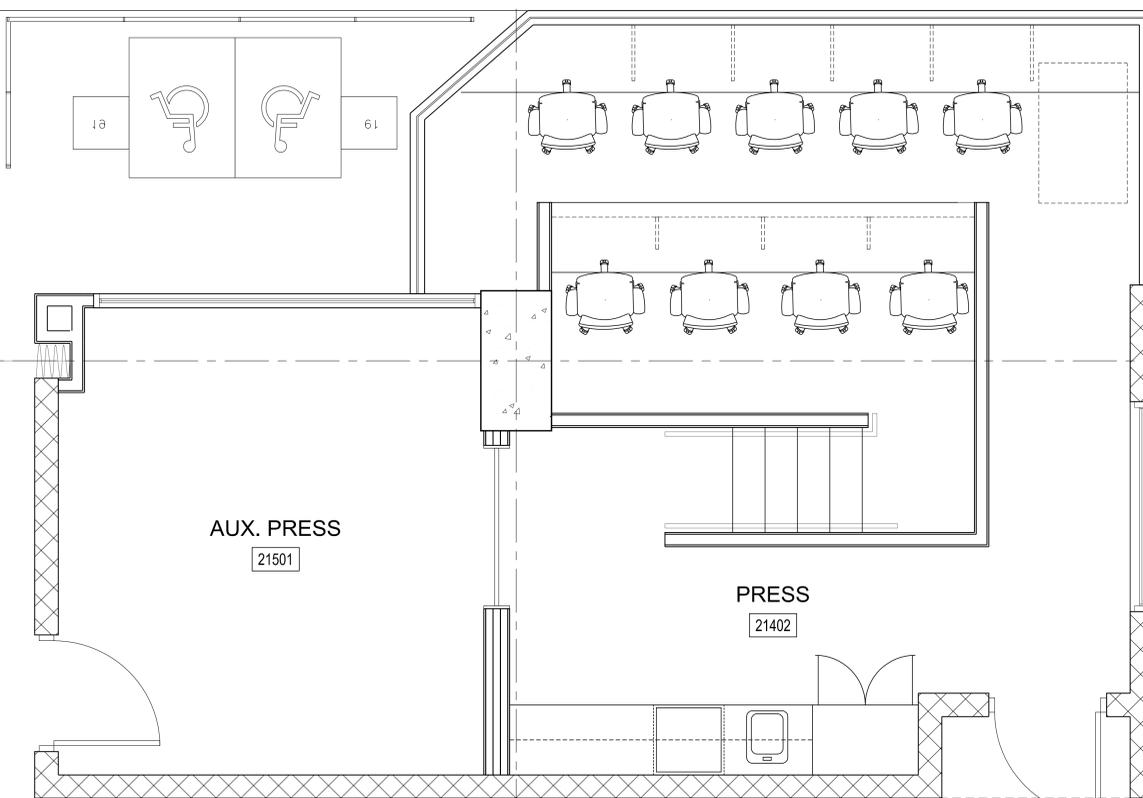
**H8** ENLARGED PLAN CONCOURSE LEVEL - FIRST AID OFFICE  
SCALE: 1/2" = 1'-0"



**H1** ENLARGED PLAN CONCOURSE LEVEL - TYPICAL PARTY SUITE  
SCALE: 1/2" = 1'-0"



UPDATED: 05/07/2009



**A1** ENLARGED PLAN CONCOURSE LEVEL - PRESS & BROADCAST  
SCALE: 1/2" = 1'-0"



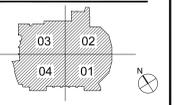
**HNTB**  
HNTB Ohio Architecture, Inc.  
The HNTB Companies  
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ENGINEERS  
PLANNERS  
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Kansas City, Missouri 64105  
(816) 472-1201 Fax (816) 472-4060

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1168 North Main Street  
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PH (419) 352-7537 FAX (419) 353-0187  
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10055 W. 43rd Avenue  
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PH (303) 421-6655 FAX (303) 421-0331  
FP&C, Inc.  
One Ward Parkway, Suite 200  
Kansas City, Missouri 64112  
PH (816) 931-3377 FAX (816) 931-3378

**LUCAS COUNTY MULTI-PURPOSE ARENA**

500 Jefferson Ave  
Toledo, Ohio

PREPARED FOR  
Board of Lucas County Commissioners



CONSTRUCTION DOCUMENTS  
BID PACKAGE NAME: ARCH&SYSTEMS  
BID PACKAGE NUMBER: 6

DATE	APRIL 30, 2008	
ISSUED FOR	CONSTRUCTION DOCUMENTS	
HNTB PROJECT NO.	44937	
DRAWN BY	XXX	
CHECKED BY	XXX	
APPROVED BY	XXX	
REVISION	DATE	DESCRIPTION
▲	03/03/09	UPDATED LAYOUT
▲	05/07/09	ADD NAMING
▲		FFS SUITES
▲		BID PACKAGE
▲		
▲		
▲		
▲		
▲		
▲		

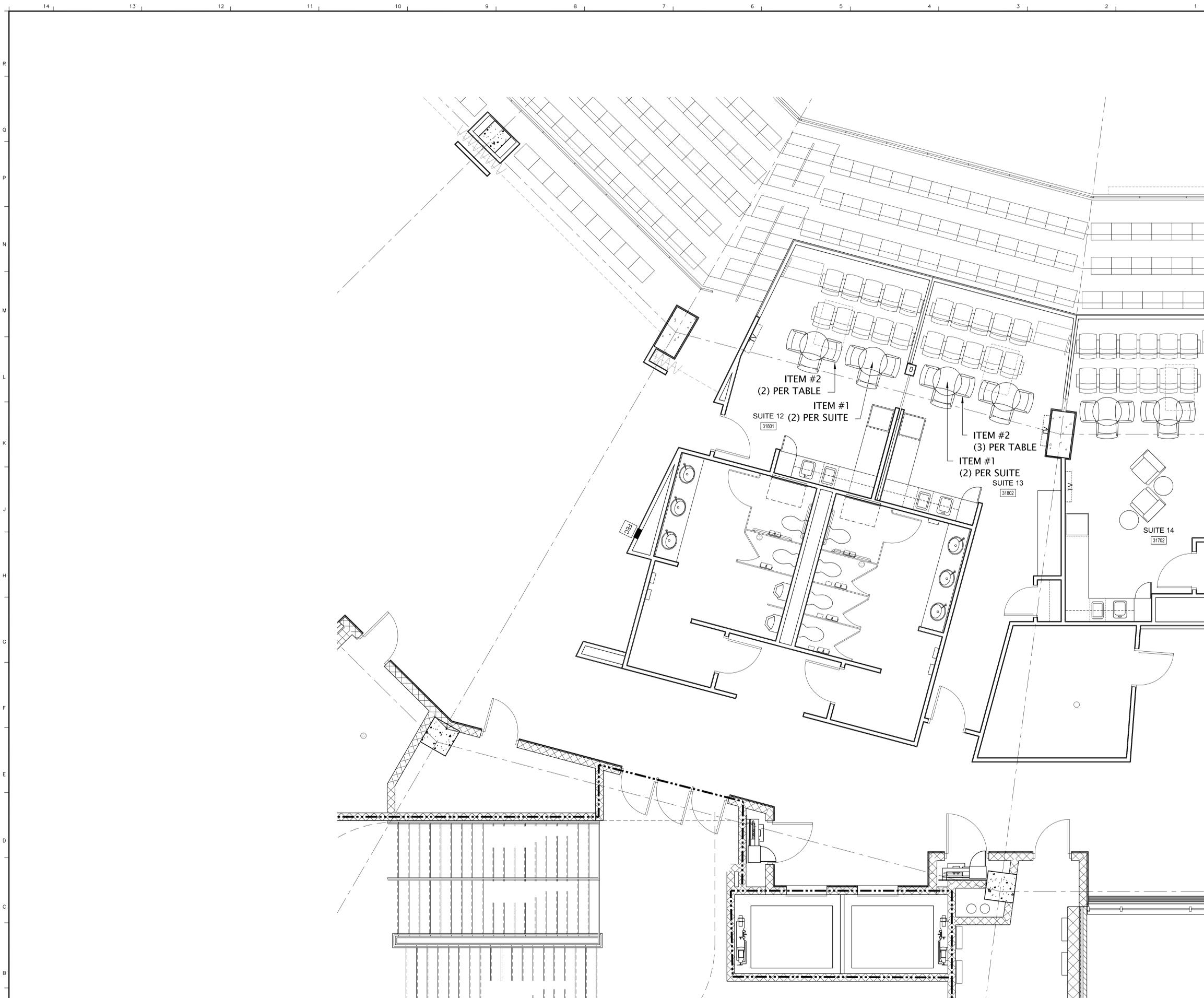
ENLARGED PLANS

**FFE-102.01**  
Copyright HNTB Architecture Inc. 2008

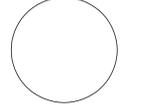








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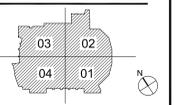


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**LUCAS COUNTY MULTI-PURPOSE ARENA**

500 Jefferson Ave  
 Toledo, Ohio

PREPARED FOR  
 Board of Lucas County Commissioners



**CONSTRUCTION DOCUMENTS**

BID PACKAGE NAME: ARCH&SYSTEMS  
 BID PACKAGE NUMBER: 6

DATE: APRIL 30, 2008  
 ISSUED FOR: CONSTRUCTION DOCUMENTS

HNTB PROJECT NO. 44937  
 DRAWN BY: XXX  
 CHECKED BY: XXX  
 APPROVED BY: XXX

REVISION	DATE	DESCRIPTION
▲	03/03/09	UPDATE LAYOUTS AND NAMES/NO.
▲	05/07/09	FFE SUITES BID PACKAGE
▲		
▲		
▲		
▲		
▲		
▲		

ENLARGED PLANS

**FFE-103.04**  
 Copyright HNTB Architecture Inc. 2008

UPDATED: 05/07/2009

**A1 ENLARGED PLAN SUITE LEVEL - SUITES 12 & 13**  
 SCALE: 1/2" = 1'-0"

SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA



LUCAS COUNTY BOARD OF COMMISSIONERS  
INVITATION TO BID (ITB) 09-041P

TERMS AND CONDITIONS  
LUCAS COUNTY ARENA FURNITURE  
MULTI-PURPOSE ARENA

**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 \_\_\_\_\_