



LUCAS COUNTY OHIO

REQUEST FOR PROPOSAL

COUNTYWIDE ALL NATURAL HAZARD MITIGATION PLAN (CANHMP) REVISION

EMERGENCY MANAGEMENT AGENCY

10-027P

COUNTY AGENCY

RFP NUMBER

DECEMBER 16, 2010 AT 2:00 PM (local time)

DATE AND TIME OF RFP OPENING

PROPOSER 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 proposals for a **Countywide All Natural Hazard Mitigation Plan Revision**.

Any proposer submitting a proposal must submit a completed proposal following the procedure outlined in this Request for Proposal (RFP) no later than **December 16, 2010 at 2:00 PM (local time)**. All of the sections applicable in the Request for Proposal 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 Request for Proposal and sections, the specification in the Request for Proposal shall take precedence.

1.0 Legal Framework

This Request for Proposal (RFP) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFP and subsequent contract.

2.0 Proposal Opening

The proposal opening is scheduled for **December 16, 2010 at 2:00 PM (local time)**. All sealed proposals received after this time and date, for any reason, will be rejected. The opening of the sealed proposals will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

3.0 Proposal's Bid Bond Requirement

A bid bond in the amount of **One Thousand Dollars and No Cents (\$1,000.00)** must be included with each proposal 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 proposers within thirty days of contract award. Bonds will be returned to the successful proposer within 30 days of receipt of goods.

4.0 Pre-Proposal Conference

<input type="checkbox"/>	Applicable if box is checked
--------------------------	------------------------------

No Pre-Proposal Conference is scheduled for this project.

5.0 Prevailing Wage

<input type="checkbox"/>	Applicable if box is checked
--------------------------	------------------------------

Prevailing Wage does not pertain to this project.

6.0 Administrative Requirements

By submitting a proposal, the proposer 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 proposal will be submitted in a clearly marked sealed container or envelope, with the project title, Proposal #, date and time of proposal opening marked clearly on the outside of the package. If a selected proposer chooses not to submit a proposal, the proposal should be returned and marked "No Bid" for the project title, Proposal #, date and time of proposal opening on the envelope or package. All proposals must be sent to:

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

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

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

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

Lucas County reserves the right to postpone the proposal opening for its convenience. Proposers 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 proposal, the unit price quoted will be used for calculating the correct total proposal. If the error is in the unit price, the proposal will be automatically disqualified.

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

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

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price proposal must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful proposer 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 proposals, waive technicalities, and to amend the original estimate and to advertise for new proposals on the required items, products or services. Lucas County reserves the right to reject any or all of the proposals 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 proposer against Lucas County.

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

Questions regarding the specifications outlined in this RFP 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

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

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the Proposer in interpreting the proposal requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Proposer will be required to furnish the particular item referred to in the proposal 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 proposed.

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

If any items being proposed 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, proposer must include that information on the attached exception form.

All materials in the proposal 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 proposal 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 proposers must submit the completed "Compliance Affidavit For Businesses" with their proposal. Once a lowest and best proposer 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 proposer will be notified that the individual is not in compliance and therefore the proposer/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 proposer's/company's /contractor's proposal.

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

6.2 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 Proposal Evaluation Criteria and Award

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

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

9.0 Proposal Alterations, Amendments, and Alternate Proposals

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

During the proposal process, proposers may be furnished certain amendments covering additions or deletions to the RFP 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 proposal opening date, excluding weekends and holidays.

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

10.0 Equal Opportunity Provisions Required

All proposers 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 proposer agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no proposer 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 proposer, subcontractor, or any person acting on behalf of any proposer 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 proposers 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 proposer 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 proposal 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 proposer 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 proposal document.

12.0 Contract Term and Extension

The successful proposer'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 proposer 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 proposer's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

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

Billing period
Location
Unit Code (must match proposal)
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 proposal submitted by the proposer. The contract will be based on the proposer's qualifications and responsibilities. The proposer 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 proposer will be furnished with an exemption certificate.

16.0 Permits/Codes

The selected proposer 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 proposer shall have obtained a legal waiver.

17.0 Compliance with the Law

The proposer must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this RFP including applicable state and Federal laws regarding drug-free work places. The proposer 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 proposer in the performance of the work specified in this RFP.

18.0 Pricing

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

Proposers 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 Proposer would foresee additional charges/fees, the proposer 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 proposer 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 proposer fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice. The proposer will have thirty days after notice of required improvement to make necessary corrections. If, after such notice, the proposer 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 proposal 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 proposer of liability for any express or implied warranties or responsibility for faulty materials or workmanship. The proposer 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 proposer 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 Proposer. If the Proposer 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 Proposer 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 Proposer is not doing the work in accordance with the specifications of the contract, shall result in a claim against the proposer for all costs and damages which will be allowed by reason of such non-performance.

If the Proposer 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 Proposer 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 Proposer must immediately commence to correct such default or neglect upon written or oral notice.

23.0 Indemnification

The Proposer 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, proposer, or corporation arising in any manner from the proposer's 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

Proposers 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 PROPOSAL. 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, One Government Center, Suite 800, 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 proposal for _____
(PROPOSAL 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 proposer 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 proposal 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 proposer 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 proposer 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 proposal; that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other proposer or person, to submit a sham proposal, or refrain from proposing; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other proposer, to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer; 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 proposal are true and that, such proposer has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any other potential proposer. Further, Affiant affirms that no county employee has any financial interest in this company or the proposal 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 proposal for _____
(PROPOSAL 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 proposers **must submit** the **completed** "Compliance Affidavit For Businesses" with their proposal. Once a lowest and best proposer 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 proposer will be notified that the individual is not in compliance and therefore the proposer/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 proposer's/company's/contractor's proposal.

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

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.

PROPOSER:

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 _____

PROPOSER:

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				

DECLARATION In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code	
For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.	
1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?	<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

HLS 0038 2/08

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)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-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)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

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

Lucas County, Ohio

REQUEST FOR PROPOSAL

for

Revision of
Countywide All Natural Hazards
Mitigation Plan

PROPOSAL REQUEST

Your written proposal requested for the following:

I) GENERAL INFORMATION & INSTRUCTIONS

A) Purpose.

The purpose of this request for proposal (RFP) is to receive competitive proposals for qualification and solution based selection of a contractor to assist Lucas County in the update and revision of its Countywide All Natural Hazard Mitigation Plan (CANHMP). Lucas County's CANHMP was developed in response to the Disaster Mitigation Act of 2000 with the goal of identifying potential natural disaster that may affect Lucas County, estimating expected losses from such natural disasters, and developing projects to mitigate against losses. The plan requires update and revision in order for it to reflect current hazards and conditions in the county as well as to bring it into compliance with the Local Multi-Hazard Mitigation Planning Guidance released on July 1, 2008 by the Federal Emergency Management Agency (FEMA). The revised plan resulting from this project will fulfill the county's plan update requirement and support the State of Ohio's Hazard Mitigation Plan and planning process. The State of Ohio's Mitigation Branch must approve any contract resulting from this process, including the specifications and process of the deliverables.

This RFP does not constitute an offer for services performed or to be performed. After selection of the successful firm (hereinafter referred to as the Contractor), Lucas County and the Contractor will negotiate a contract and final scope of services.

All information submitted becomes the property of Lucas County and will not be returned. Lucas County is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits or benchmarks performed. If a proposal contains proprietary information, it should be conspicuously indicated in the proposal.

B) Proposal.

Proposal (one original, clearly marked, and three copies) will be submitted to:

Lucas County Support Services Manager
One Government Center, Suite 480
Toledo, OH 43604

A person authorized to sign such documents must sign the original proposal document in ink.

1) State Taxes.

Lucas County is exempt from sales, excise, and transportation taxes, except Ohio gasoline tax. Proposals shall be exclusive of all such taxes.

2) Subcontractors.

Although use of subcontractors is discouraged, if they are requested and approved, the contractor shall retain full responsibility to the County for all project work to include any work performed by an approved subcontractor. All subcontractors must be approved by Lucas County and must comply with the following provisions:

- a) All work must be done in the United States; offshore work will not be accepted.
- b) The company submitting the proposal will be considered the prime contractor.
- c) All tasks to be performed by subcontractors must be clearly identified within the submitted bidding proposal.
- d) Subcontractors must meet all criteria defined for the prime contractor.

3) Payment Schedule.

The County and the selected contractor will determine a payment schedule at the time of contract negotiations.

4) Project Completion.

A timeline will be determined during the negotiation process.

5) Contract Negotiation Process.

The Lucas County project management team will evaluate the proposals received and will then recommend a firm with whom to enter into contract negotiations. In the event that acceptable terms cannot be reached, one of the remaining firms may be chosen for contract negotiations. The selected firm will submit to the County a contract for services within one (1) week of their notification of selection. The contract will contain the proposal specifications and will be binding. Required contract clauses include: general provisions, starting and completion dates, prosecution of work, fees, method of payment, damage clauses, termination of contract, approval of subcontractors, assignment of subcontractor, EEOC clause, ownership of materials, contract amendments, and late delivery penalty. The contract, including the specifications of the contract's deliverables will be reviewed, approved, and may be modified by the County.

C) Selection Criteria.

1) Evaluation Criteria.

Lucas County intends to select and contract with the proposer that demonstrates, in the County's opinion, the highest level of expertise and provides the most effective and efficient methodology and solution to the project. The following criteria will be used to evaluate proposals. The arrangement of the criteria is not meant to imply order of importance in the selection process.

- a) Compliance with RFP Instructions
- b) Methodologies
- c) Proposed Planning Process
- d) Exceptions
- e) Planning qualifications

- f) Firm Background
- g) Similar Project Experience
- h) References
- i) Staff Qualifications
- j) Schedule and Availability
- k) Completion Date
- l) Subcontracting
- m) Cost

2) Evaluation Weighting Summary.

Criteria will be evaluated and rated on a scale by the Lucas County project management team. Evaluations will be tallied and weighted to establish a "proposal score."

Methodology (50%)
Qualifications (25%)
Financial (25%)

Evaluation Formula

Total Score = Methodology (50%) + Qualifications (25%) + Financial (25%)

D) Proposal Format and Content.

1) Cover Letter.

Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal.

The cover letter should provide the following:

- a) A brief statement of the respondents' understanding of the project.
- b) The name, title, phone number, fax number, e-mail address and street address of the person in the proposer's organization who will respond to questions about the proposal.
- c) Highlights of the respondent's qualifications and ability to perform the project services, including the person to be assigned to the Lucas County project.

2) Company Overview.

Provide the following information about your firm:

- a) The firm's name, e-mail address, business address, phone number and fax number.
- b) The year the firm was established.
- c) Former names of the firm, if applicable.
- d) The type of ownership and parent company, if applicable.
- e) Status as a minority or woman-owned or disadvantaged business enterprise.
- f) The location of the office or offices that would provide the project services.
- g) A brief statement of the firm's background, demonstrating longevity and financial stability.
- h) The areas of focus and expertise.

- i) The specific highlights that may differentiate your firm from others.

3) Project Work Plan.

This section should set forth a complete description of the methodologies, techniques, and solutions to the project as proposed by the County.

4) Project Team.

Identify the proposed project team including the Project Manager and all key personnel to be assigned to the project. Include a one or two page resume that includes a summary of relevant professional qualifications, relevant project experience, education and professional credentials. **Substitutions of other less qualified personnel may not be made at a later date without prior written approval of Lucas County.**

Include a project team organizational chart.

5) Related Experience.

For up to 10 relevant projects, include a one or two-page project description that demonstrates capabilities in the project services, experience with similar clients, and or local project experience. Emphasis should be placed on hazard mitigation plan projects that were completed within the previous four (4) years. Reference information should contain at least the following information:

- a) Agency/Organization Name
- b) Agency/Organization Address
- c) Contact Person/Phone Number
- d) Project Title/Project Location
- e) Project Duration (Start Date – Finish Date)
- f) Brief Description of work performed to include area covered, mapping and acquisition techniques, standards used, and final deliverable digital products
- g) Total Cost of Project/Services

6) Project Schedule.

Include a comprehensive schedule for the completion of the project services and deliverables identified within this RFP. Include the proposed start and end dates and intermediate delivery dates for all of the tasks identified within your work plan.

7) Cost Proposal.

Complete the Cost Proposal Form included within this RFP. If the vendor would also like to propose an alternative approach, an alternative Cost Proposal Form should also be completed and submitted.

8) Optional Information.

This section may contain a variety of information such as additional or alternative Project Plan options not listed in this document, additional or alternative processes that would enhance the CANHMP, or additional information that the contractor wishes to convey. This section is limited to 15 pages.

II) SCOPE OF SERVICES

A) Overview.

The scope of service for this project includes delivery of a fully updated and revised Countywide All Natural Hazard Mitigation Plan (CANHMP) conforming to the requirements of FEMA's "Local Multi-Hazard Mitigation Planning Guidance" issued on July 1, 2008, as well as coordination, communication, and project management necessary to support the update of the CANHMP. The plan revision will utilize Lucas County's current CANHMP, dated January 2004, as its base document and update the plan to reflect current countywide conditions and conform to current FEMA hazard mitigation planning standards. The revised and updated plan will document the planning process, risk assessment, mitigation strategy and plan maintenance process.

1) Project Area.

The project area encompasses Lucas County, which is approximately 340 square miles. It has twenty-two (22) political subdivisions (cities, incorporated villages, and townships) with a 2009 Census projected population of 463,493 persons. It is the goal of this project for the revised CANHMP to be inclusive of and formally adopted by all twenty-two (22) political subdivisions. Revision to the CANHMP will require collaboration with state, county, city, village, and township departments and personnel.

2) Format.

Upon completion of this project, a complete and accurate revised CANHMP will be provided to Lucas County in both PDF and unlocked Microsoft Word format.

3) Track Changes.

All revisions to Lucas County's current CANHMP, dated January 2004, must be tracked and documented in the final revised document. These changes will be tracked utilizing a rev bar in the margin on the affected lines and a revision page summarizing all changes made to the document.

B) Documentation of Planning Process.

In order to comply with the Code of Federal Regulations, Title 44, Part 201.6(c)(1) – Local Mitigation Plans (hereafter 44 CFR 201.6), the revised CANHMP must document the planning process utilized to develop the plan. This includes how the plan was prepared, who was involved, and how the public was involved. Specifically, the contractor should detail how it will assist the county in documenting the following:

- 1) How the public (residents, businesses and other interested parties) was given the opportunity to comment on the plan during the drafting stage and prior to plan approval.
- 2) How neighboring communities, governmental agencies, businesses, academia and other relevant private and non-profit interests were involved in the hazard mitigation planning process.
- 3) Which existing plans, studies, reports, and technical information was reviewed for the CANHMP and how these are incorporated into the plan.

C) Risk Assessment.

In order to comply with 44 CFR 201.6(c)(2), the county must conduct and document in the revised CANHMP a risk assessment process that identifies and prioritizes natural hazards that threaten the county and its subdivisions. The contractor should detail how it will assist the county in the following:

- 1) Identification of all potential natural hazards in Lucas County.
- 2) Development of a profile of each hazard to include a description of the type, location, extent and details on previous occurrences.
- 3) Update of Lucas County's current vulnerability analysis addressing vulnerability in terms of:
 - a) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.
 - b) An estimate of the potential dollar losses to vulnerable structures and a description of the methodology used to prepare estimate.
 - c) A general description of land uses and development trends within the community.

This assessment will need to address all National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged by floods. The contractor should identify its process for ensuring that these structures are included in the assessment.

Due to the multi-jurisdictional nature of the CANHMP, the contractor should also detail how it will assist the county in identifying and assessing risks which threaten individual jurisdictions as opposed to the entire planning area.

1) GIS Capabilities.

Lucas County has Geographic Information Systems (GIS) capabilities which it plans to utilize to support the planning process. However, the contractor should identify the extent of GIS capabilities it maintains to support this project should they be needed.

D) Mitigation Strategy.

In order to comply with 44 CFR 201.6(c)(3), the county must develop and document a mitigation strategy that provides a blueprint for reducing the potential losses identified in the risk assessment. The contractor should identify how it will assist the county in developing and documenting the following:

- 1) Mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
- 2) Mitigation actions and projects to reduce the effect of each hazard.
- 3) An action plan, specific to jurisdictions when necessary, identifying how mitigation actions and projects will be prioritized, implemented, and administered.

E) Plan Maintenance.

In order to comply with 44 CFR 201.6(c)(4), the county must establish and document a plan maintenance process. The contractor should identify how it will assist the county in developing and documenting a plan maintenance process that includes:

- 1) The method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
- 2) A process by which the planning requirements may be incorporated into other planning mechanisms already in place.
- 3) The continued incorporation of public participation.

III) DELIVERABLE

A Countywide All Natural Hazard Mitigation Plan (CANHMP) that is adoptable and approvable by the Federal Emergency Management Agency (FEMA), the State of Ohio Emergency Management Agency (OEMA), the County and its subdivisions accurately documenting the planning process, risk assessment, mitigation strategy, and plan maintenance process.

COST FORM

**Lucas County Countywide All Natural
Hazard Mitigation Plan Revision
(CANHMP)**

Contractors must fill out this itemized BID COST FORM based on the specifications contained in this RFP.

<u>Costs</u>	<u>Cost</u>
Planning Time/Revision of CANHMP Document:	
Hourly Rate	\$ _____
Project Hours	_____
Subtotal	\$ _____
Project management and coordination outside of planning meetings:	
Hourly Rate	\$ _____
Projected Hours	_____
Subtotal	\$ _____
Project management and coordination at formal planning meetings:	
Hourly Rate	\$ _____
Project Meetings	_____
Subtotal	\$ _____
Travel Costs	\$ _____
Lodging Costs	\$ _____
Materials	\$ _____
Other Costs: (Describe)	\$ _____
Total Project	\$ _____

* Please note: It is the responsibility of the contractor to appropriately estimate the number of hours/meetings necessary to accomplish the various components of the plan revision. If certain components require more hours/meetings than projected, the contractor must absorb these costs. Change orders to the bid/contracted amount will only be accepted under extreme circumstances.

SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA

ADDITIONAL RESPONSE AREA

IMPORTANT NOTE

Due to heightened security at One Government Center, if your proposal is to be delivered to the proposal-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 proposal to: Lucas County Support Services
One Government Center, Suite 480
Toledo OH 43604-2247

Item for proposal _____

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

Date of Proposal Opening _____

Proposal Opening Time _____

Vendor Name _____