



LUCAS COUNTY OHIO
REQUEST FOR PROPOSAL
NEW JAIL FEASIBILITY STUDY

COMMISSIONERS
COUNTY AGENCY

MAY 7, 2013 BY 2:00 PM (local time)
DATE AND TIME OF PROPOSAL 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 **New Jail Feasibility Study**.

Anyone submitting a proposal must submit a completed proposal following the procedure outlined in this Request for Proposal (RFP) no later than **May 7, 2013 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 boilerplate 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 RFP opening is scheduled for **May 7, 2013 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 Commissioners Office, One Government Center, Suite 800, Eighth Floor, Toledo, Ohio 43604-2259

3.0 Proposal's Bid Bond Requirement

The Bid Bond Requirement does not pertain to this RFP.

4.0 Pre-Bid Conference

<input type="checkbox"/>	Applicable if box is checked
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No Pre-Bid Conference - Does not pertain to this RFP.

5.0 Prevailing Wage

<input type="checkbox"/>	Applicable if box is checked
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Prevailing Wage does not pertain to this RFP.

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, 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, date and time of proposal opening on the envelope or package. All proposals must be sent to:

**Board of Lucas County Commissioners
One Government Center, Suite 800
Toledo OH 43604-2259
Attention: Megan Vahey Casiere,
Chief of Planning and Development**

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

- a. Original completed Request for Proposal (RFP) and **five (5) hard copies**; 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 and (7) Sweatfree Affidavit; all signed by your legally authorized representative and notarized.

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.

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

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

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 RFP 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 via email on April 29, 2013 by 10:00 AM (local time) to:

Kelly Roberts, Director, Office of Management & Budget
Email: kroberts@co.lucas.oh.us

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)**

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 proposal 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.

7.0 Contract Administration

The Lucas County Administrator 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 RFP 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 RFP 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

Please see page 6 of the specifications under the heading "Dates and Deadlines".

13.0 Invoices

The proposer will be required to submit invoices 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
Schedule of Values
Percent complete of schedule of values
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 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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 proposers 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.

23.0 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.

24.0 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 _____
(TITLE) (PROPOSAL)

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.

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 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:

SECTION B - SPECIFICATIONS

Request for Proposals New Jail Feasibility Study

Purpose:

Lucas County is requesting proposals for a consultant to assist the Sheriff's Office and Board of County Commissioners with a study to determine the feasibility of replacing its current correctional facility.

Problem Statement:

The current Lucas County Correctional Center is operationally obsolete and does not provide an efficient environment for inmates nor corrections officers. The facility consistently exceeds its intended population and its current use as a booking and pre-trial holding facility does not match the original intended design as a booking, pre-trial holding facility *and* post-adjudication correctional facility. The facility has been under a federal consent decree since it opened in 1977 for its inability to provide appropriate conditions of confinement. Operationally, the building does not meet modern jail efficiency standards and requires more personnel than other facilities of its size. The appropriate ratio of corrections officers per inmate for a facility holding 500 in the Midwest ranges from 4.2 to 4.4 inmates per corrections officer (Voorhis Associates, Inc., 2004). Lucas County's current ratio ranges from 1.5 to 1.8 inmates per corrections officer (Lucas County Sheriff's Office, 2012). Additionally, the physical plant has reached its usable life. There are numerous capital projects (e.g. new roof, elevator, and security system) which will require attention in the short term to maintain the facility. For these reasons, it is incumbent that the feasibility of a new correctional facility be considered.

Background:

The Lucas County Correctional Center is located at 1622 Spielbusch Avenue in downtown Toledo, Ohio. The Correctional Center is a high rise facility consisting of 215,394 square feet of usable space over nine levels that serves as the booking and pre-trial holding facility for Lucas County's twenty-one (21) political subdivisions, the County Court of Common Pleas, and four (4) municipal courts (Toledo, Oregon, Sylvania, and Maumee). The facility has a current total capacity of 425 inmates through the utilization of 295 cells, 82 dormitory beds and 104 cots. The facility is staffed by 289 full time and 2 part time staff.

Current demands, requirements, and correctional supervisory techniques do not match those for which the Lucas County Correctional Center was designed when it opened in 1977. When the jail was designed in the mid-1970s, it was intended to serve as a booking, pre-trial holding, and post-adjudication correctional facility for an inmate population of 377. The design intent was for the population to be spread amongst the three intended uses of the jail (booking, pre-trial, post-adjudication). As such, the jail was designed with dormitory style living environments and to accommodate inmate work programs, best suited for low risk inmates, to support operational efficiency. Over the life of the current facility, the average daily population (ADP) of the jail has risen to an ADP that ranges from 380 to 475. Understanding, that most jails consider their operating capacity to be approximately 85% of their design capacity, the current jail has not provided the appropriate capacity for some time. In order to alleviate overcrowding, the County has diverted lower risk pre-trial inmates into community programming and partnered to establish a separate regional correctional center, the Corrections Center of Northwest Ohio (CCNO),

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which now is contracted to hold post-adjudicated/sentenced inmates. As a result, the current correctional facility is overcrowded with a category of inmates, high-risk, which the facility was not designed to hold. The increase in female inmates, as well as those inmates suffering from mental illnesses has compounded the demands upon a facility not designed to effectively house either population.

Shortly after Lucas County's current facility was designed, there was a shift in the style of correctional supervision from linear intermittent supervision, in which corrections officers make routine cell checks on a periodic basis with most time spent by corrections officers in remote control centers, to a more direct modular supervision, in which corrections officers are posted directly in housing units and are able to safely and consistently monitor a large number of inmates from a single vantage point. Accompanying this shift was a movement away from multi-story facilities such as Lucas County's to more efficient one-story or story-and-a-half correctional facilities to support efficient modern supervisory techniques. The design of the current facility does not support modern management techniques and is thus highly inefficient. The result is an inefficient operation which is not as safe for inmates and staff as modern techniques and facilities.

The inefficiency of Lucas County's facility is most clear when the ratio of inmate per corrections officer is evaluated. An estimated appropriate ratio of corrections officers per inmate for a facility holding 500 in the Midwest ranges from 4.2 to 4.4 inmates per corrections officer (Voorhis Associates, Inc., 2004). Lucas County's current ratio ranges from 1.5 to 1.8 inmates per corrections officer (Lucas County Sheriff's Office, 2012).

Projections on future demand for correctional services only compound Lucas County's challenges. It is projected that with proposed changes to correctional policy in the State of Ohio through House Bill 86, inmates may be shifted from State correctional facilities back to their originating jurisdictions, possibly causing further demands on Lucas County's Correctional Center. Additionally, Lucas County's jail is currently under a federal consent decree. The federal consent decree was issued in the matter of Jones v. Wittenberg (C 70-388, 1971) by the United States District Court for the Northern District of Ohio Western Division for failure to provide appropriate conditions of confinement. This consent decree artificially holds down the jail population due to automatic release requirements written into the decree. If and when this consent decree is lifted, the County will need to develop a correctional policy to replace it or face an increase in the number of inmates served.

There is the potential for the County to utilize/retrofit a 37,184 square foot building and 213,891 square feet of property owned by the Ohio Department of Rehabilitation and Corrections (ODRC) on the campus of the Toledo Correction Institution (ToCI), located at 2001 East Central Avenue in Toledo, Ohio for a new correctional facility. The building and property were utilized from 2000 to 2012 as an Honor Camp for Level 1 (lowest) state prison inmates. This site is to be considered a preferred location for examining the replacement of the Lucas County Correctional Center.

The County has established a New Jail Feasibility Executive Committee and Working Group to review the feasibility of replacing the current Lucas County Correctional Center. The Working Group is composed of local operations level subject matter experts who provide clear and decisive recommendations to the Executive Committee. The Executive Committee, composed of

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elected officials, chief executives, and citizens, will consider the recommendations of the Working Group and develop a regional consensus on the size, location, financing, and feasibility of replacing the current jail.

Objective/Overview of Project:

The Lucas County Sheriff and Commissioners require consulting services to assist the New Jail Feasibility Executive Committee and Working Group in making recommendations regarding the feasibility of replacing the Lucas County Correctional Center. The primary objectives of the consultant(s) will be to collect, analyze, and project appropriate jail population, programming and bed requirements for a new correctional facility; develop a needs assessment and new facility pre-architectural program which includes facility size and site requirements as well as estimated construction costs utilizing the available building and property at the Toledo Correctional Institution as a preferred location; and assemble a Feasibility Report which articulates the feasibility of replacing the current correctional facility along with recommendations.

Scope of Work Deliverables:

Facility Population Study:

1. Collect and analyze no less than ten (10) years of Lucas County correctional data (booking, pre-trial, and sentenced, if applicable);
2. Examine current State, County, and local policies and practices driving the corrections environment in Lucas County, identifying the impact of intermediate sanctions, diversionary programs and court processing on jail population and bed requirements by type;
3. Examine the trends and impacts of special populations (female inmates, inmates with mental illness) on jail population, programming, and bed requirements;
4. Develop a baseline projection of jail populations and bed requirements by type for booking and pre-trial for the coming thirty year period, in five year increments;
5. Evaluate proposed programs, policies, and procedures by key stakeholders for a new jail facility and determine their impact on projected jail population and bed requirements;
6. Provide recommendations of programs, policies and procedures to increase efficiency and effectiveness of a new correctional facility;
7. Present projected jail population and bed requirements based upon stakeholder discussions and policy, developing scenario driven projections as appropriate;
8. Assemble findings and provide recommendations to include policies, procedures and utilization of programs to maintain appropriate jail occupancy.

Needs Assessment and Pre-Architectural Program:

1. Develop a concept design, space program, and adjacency diagram identifying the key elements, size, and appropriate location of a new correctional facility based on the projected jail population, programming and bed requirements developed in the Facility Population Study;

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2. Develop new correctional facility total and component/functional space requirements providing the total square footage of a new facility and the square footage of each of the facility's component/functional areas;
3. Develop facility site requirement for a new correctional facility;
4. Discuss and present correctional facilities of comparable size, scope, and community profile;
5. Evaluate if facility size, elements, and site requirements may be adapted to the building and property of the Honor Camp at the Toledo Correctional Institution and/or an alternate site, as appropriate;
6. Adapt the concept design, space program, and adjacency diagram to the building and property of the Honor Camp at the Toledo Correctional Institution, if appropriate, or an alternate site;
7. Examine the costs and challenges of moving the Lucas County Correctional Center from its current downtown location to the Honor Camp at the Toledo Correctional Institution, if appropriate, or alternate site which includes but is not limited to demolition of current correctional facility, loss of proximity to Lucas County Court of Common Pleas and Toledo Municipal Court, transportation of inmates, and sally port requirements;
8. Evaluate the feasibility and offsetting impacts of co-locating satellite courtroom(s), video arraignment, and integration of innovative correctional technologies and practices at a new correctional facility;
9. Examine opportunities for additional revenue streams and cost savings for a new correctional facility to include but not limited to the housing of federal inmates, provision of regional services, utilization of shared services and consolidation of other related community and diversionary programs within the facility;
10. Describe any legal challenges which the County may face in locating a new correctional facility on the property of the Honor Camp at the Toledo Correctional Institution, if appropriate, or alternate site to include but not limited to past covenants and environmental limitations;
11. Develop an estimated cost to acquire property and construct the proposed new correctional facility on the property of the Honor Camp at the Toledo Correctional Institute, if appropriate, or alternate site which incorporates any costs associated with demolition or retrofitting of current facilities on the property;
12. Integrate "Green" and energy efficient building concepts with a goal towards LEED certification into cost estimates and project estimated payback of each option;
13. Project, through discussion with key stakeholders, an estimated operational cost saving which may be achieved by the proposed new correctional facility through efficiencies in staffing, shared services, and mechanical and physical plant improvements.

Feasibility Report:

1. Assemble a comprehensive document which incorporates the following at a minimum:
 - a. Objective of Feasibility Study
 - b. Problem Statement
 - c. Opportunity Statement
 - d. Participant Agencies
 - e. Findings of Facility Population Study
 - f. Findings of Needs Assessment and Pre-Architectural Program

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- g. Recommendations of New Jail Feasibility Executive Committee
 - h. Site Concept for New Correctional Facility
 - i. Proposed Options for Financing for New Correctional Facility
 - j. Projected Timeline to Acquire Property, Construct and Operate a New Correctional Facility
2. Feasibility Report shall include a brief (no more than four pages) executive summary which concisely summarizes the finding of the entire document and may serve as a stand-alone document;
 3. Feasibility Report will be accompanied by a separate document providing a recommended strategy for public education and garnering of support for the new correctional facility;
 4. Provision of no less than ten (10) hard copies and ten (10) digital copies of each of the documents described above.

Expectations and Resources Provided:

The successful firm will be required to work closely with the Lucas County Sheriff, Board of County Commissioners, New Jail Feasibility Executive Committee and Working Group, key stakeholders, and staff. The County will ensure that appropriate time with personnel is made available to the successful firm.

The successful firm shall provide bi-weekly update reports on their progress for the key stakeholders to ensure the project is progressing successfully within the time line.

Project Time Line:

The successful firm shall complete all phases of the project to include provision of the final documents as described above to the County within 120 days of a signed contract/service agreement. Please note that the Facility Population Study should be completed within 60 days of a signed contract/service agreement.

Response Format and Content:

Responses to this Request for Proposal should include the following:

1. Cover Page;
2. Table of Contents;
3. Introduction/Background Statement;
4. Complete vendor information to include name, address, contact information, and project lead;
5. Response to “Scope of Work Deliverables” describing the proposed methodology for completing each deliverable as well as the projected amount of time needed from County resources to support each task;
6. A project calendar/timeline providing dates for implementation and completion of each phase of the project;
7. List of no less than five (5) recent relevant projects with client contact information and letters of reference;

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8. List of any subcontractors to be utilized with appropriate subcontractor information, as outlined in the "Subcontractor" section of this document;
9. Resumes for all individuals who will work on the study and the projected amount of time each member will devote to the project;
10. A statement acknowledging that the vendor shall comply with and consent to all conditions outlined in this offering;
11. Federal Tax Identification Number;
12. Most recent Audited Financial Statements.

Failure to include any of the above or respond to any of the Scope of Work Deliverables may cause the proposal to be deemed incomplete and rejected.

Subcontractors:

Subcontractors may be utilized to perform portions of the work outlined in this offering. If a firm intends to utilize subcontractors, the firm must identify, in their response, and provide the following information concerning each subcontractor:

1. Complete name of subcontractor;
2. Complete address of subcontractor;
3. Complete contact information for subcontractor;
4. Type of work the subcontractor will be providing;
5. Percentage of total project work the subcontractor will be providing;
6. Written statement from subcontractor acknowledging their agreement to provide the services specified;
7. Qualifications of subcontractor;
8. References for subcontractor.

Contractor may not change the subcontractor during the course of the contract unless mutually agreed to by both the County and the successful firm.

Dates and Deadlines:

Approval to Advertise Request for Proposals from Commissioners	April 9, 2013
Release of Request for Proposals	April 15, 2013
Deadline for Written Questions	April 29, 2013
Addendum to Answer Questions	May 1, 2013
Proposals Due	May 7, 2013
Projected Date of Selection	May 21, 2013
Projected Project Start Date	June 3, 2013
Projected Project Completion Date	October 1, 2013

Five (5) sealed hard copies of proposals shall be submitted no later than 2:00 PM on May 7, 2013 to the Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2259, Attention: Megan Vahey Casiere, Chief of Planning and Development. Proposals shall be clearly marked "Jail Feasibility Study."

Note: Late Submittals will not be considered.

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Written questions regarding the project should be directed to Kelly Roberts, Director, Office of Management and Budget via email at kroberts@co.lucas.oh.us. The deadline for written questions is Monday, April 29, 2013 at 10:00 AM (local time).

Selection Process:

A Review Team will evaluate each firm's proposal based upon the criteria stated below and make recommendations to the Board of Lucas County Commissioners. The County may award a contract to multiple firms if necessary based upon the responses.

Selection Criteria:

Each proposal will be evaluated based on the following criteria:

- Experience with similar size projects = 20 points
- Availability of qualified personnel = 20 points
- References from 5 recent clients = 15 points
- Correctional experience = 20 points
- Proposed methodology of deliverables = 20 points
- Overall quality of submittal = 5 points

Insurance and Workers' Compensation Requirements

The successful firm must meet and provide proof of compliance with County requirements for insurance and workers' compensation.

Preparation Costs:

The County is not responsible and will not pay for any costs associated with the preparation, submittal, or presentation of any proposals.

Other Information:

It is the goal of the Board of Lucas County Commissioners to have 15% MBE participation of the total cost of the project if a new jail is recommended to be built.

SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA

ADDITIONAL RESPONSE AREA

SECTION D - STANDARD CONTRACT

AGREEMENT

Lucas County Form

THIS AGREEMENT, made the _____ day of _____, 20__, in Toledo, Lucas County, Ohio, by and between the Board of County Commissioners, Lucas County, Ohio, hereinafter called "COUNTY" and _____ hereinafter called the "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, the COUNTY and the SERVICE PROVIDER mutually desire to contract with each other for the purpose of (insert project / service and participating departments through host department).

Now, Therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

The "SERVICE PROVIDER" agrees to provide services for (insert Department) as addressed in the specifications for (insert name of project) and incorporated herein as exhibit A.

ARTICLE TWO: SCHEDULE OF PAYMENTS

To compensate the SERVICE PROVIDER for services rendered, the COUNTY agrees to pay the SERVICE PROVIDER *an estimated annual amount of (insert amount). Funding will be provided by (insert department name).

Invoice(s) by the SERVICE PROVIDER should be submitted to the attention of (insert contact name and department).

ARTICLE THREE: TERM

The term of this Agreement shall commence (insert date) through (insert date).

*this is an estimate, the actual dollar amount may vary

ARTICLE FOUR: TERMINATION

This Agreement may be terminated by either party upon notice, in writing, delivered upon the other party 30 days prior to the effective date of termination. Also, this Agreement may be terminated by the County upon thirty (30) days written notice to the Service Provider if the Service Provider is in default of it's obligations hereunder and such default has not been cured or the Service Provider has not diligently taken action to cure such default within ninety (90) days

after the Service Provider's receipt of written notice specifying such defaults.

Notwithstanding the above, the SERVICE PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the SERVICE PROVIDER; and the COUNTY may withhold any compensation to the SERVICE PROVIDER for the purpose of set-off until such time as the amount of damages due the COUNTY from the SERVICE PROVIDER is agreed upon or otherwise determined.

ARTICLE FIVE: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the SERVICE PROVIDER from obtaining and working under an additional contractual arrangement with other parties aside from the COUNTY, assuming that the contractual work in no way impedes the SERVICE PROVIDER'S ability to perform the services required under this Agreement. The SERVICE PROVIDER warrants and represents that at the time of entering into the Agreement it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will conflict with or impede its ability to perform the required services under this Agreement.

ARTICLE SIX: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the SERVICE PROVIDER without the prior written approval of the COUNTY.

ARTICLE SEVEN: GOVERNING LAW

This agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the law of Ohio.

ARTICLE EIGHT: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representatives or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by instrument, in writing, executed by the parties to this Agreement.

ARTICLE NINE: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the

application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE TEN: COMPLIANCE

The SERVICE PROVIDER agrees to comply with all applicable federal, state and local laws in the conduct of work hereunder. The SERVICE PROVIDER accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the SERVICE PROVIDER and all employees engaged by the SERVICE PROVIDER for the performance of the work authorized by this Agreement.

ARTICLE ELEVEN: NON-DISCRIMINATION

During the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The SERVICE PROVIDER will take affirmative action to ensure that employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SERVICE PROVIDER, or any person claiming through the SERVICE PROVIDER, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything to this Agreement, or in reference to any contractors or subcontracts of said SERVICE PROVIDER.

ARTICLE TWELVE: INDEMNIFICATION

The SERVICE PROVIDER agrees to protect, defend, indemnify and hold the COUNTY, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omission of the SERVICE PROVIDER, negligent or otherwise, and its employees, officers, agents or independent contractors. The SERVICE PROVIDER agrees to pay all damages, costs and expenses of the COUNTY in defending any action arising out of the aforementioned acts or omissions.

ARTICLE THIRTEEN: CONFIDENTIALITY

This Agreement establishes a relationship of qualified service so that the transfer of any client information necessary to the service function may be exchanged without additional signed consent.

ARTICLE FOURTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the SERVICE PROVIDER in the conduct of the provisions of this Agreement. The SERVICE PROVIDER shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Board of Lucas County Commissioners.

ARTICLE FIFTEEN: AGREEMENT DOCUMENTS

The term "Agreement" means and includes the following:

- A. Exhibit A - Service Provider's Proposal or Proposal

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand on
this _____ Day of _____, 20_____.

ATTEST:

SERVICE PROVIDER:

Signature

(Please Print Name & Title)

Address

City/State/Zip

Tax I.D. or S.S. No.

APPROVAL AS TO FORM:

Julia Bates
Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
Commissioners
Lucas County, Ohio

By: _____
Asst. Prosecuting
Attorney

Carol Contrada, President

Date

Tina Skeldon Wozniak

Pete Gerken

APPROVED AS TO CONTENT:

Signature: (insert department representative
Name)

Resolution Number: (insert reso #)

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 Commissioners
One Government Center, Suite 800
Toledo OH 43604-2259

Item for proposal _____

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

Date of Proposal Opening _____

Proposal Opening Time _____

Vendor Name _____