



LUCAS COUNTY OHIO

Request for Proposal (RFP)
FOOD SERVICE FOR LUCAS COUNTY COURTHOUSE SNACKBAR

COMMON PLEAS COURT
COUNTY AGENCY

10-007P
PROPOSAL NUMBER

April 5, 2010 AT 2:00 PM (local time)

DATE AND TIME OF PROPOSAL OPENING

A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD AT 10:00 AM (local time),
March 26, 2010. PARTIES ARE TO MEET AT THE JURY ASSEMBLY ROOM, LUCAS COUNTY
COURTHOUSE, 700 ADAMS STREET, TOLEDO, OH 43604.

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL _____

OFFICIAL'S SIGNATURE _____

NAME OF COMPANY _____

ADDRESS _____

CITY, STATE & ZIP _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

SECTION A - AFFIDAVITS

DELINQUENT PERSONAL PROPERTY TAX STATEMENT

(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

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

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

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

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

Personal Property Taxes by the Lucas County Auditor.

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

The amount of delinquent Personal Property Taxes due Lucas County is

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

(SIGNATURE)

(COMPANY)

(DATE)

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

(SEAL)

(NOTARY)

My Commission Expires:

(Date) _____

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

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

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

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

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

(Signature)

(Affiant)

(Company/Corporations)

(Address)

(City/State/Zip Code)

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

(Seal)

(Notary)

My Commission Expires:

(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

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

(Affiant Signature)

(Affiant Title)

SWORN to before me and subscribed in my presence

this _____ day of _____, 20____.

(Date)

(Month)

(Year)

(Notary Public)

(SEAL)

My Commission Expires

(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)
affirm that at the time that I submitted the bid for _____
(BID TITLE)
to the Board of Lucas County Commissioners on _____ that
(DATE)
_____ has / has no unresolved
(NAME OF COMPANY) (CIRCLE ONE)
finding for recovery from the State Auditor per Ohio Revised Code
Section 9.24.

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

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

(SIGNATURE)

(COMPANY)

(DATE)

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

(SEAL)

(NOTARY)

My Commission Expires:

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

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

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

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

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

_____ day of _____, 20 _____.

NOTARY PUBLIC: _____

My Commission Expires: _____

LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF _____

COUNTY OF _____, ss:

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

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

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

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

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.
3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.
4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

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

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

NOTARY PUBLIC: _____

My Commission Expires: _____

LUCAS COUNTY LIVING WAGE AFFIDAVIT

STATE OF _____

COUNTY OF _____, ss:

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

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

for _____
(Type of Product, Service or public incentive)

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

1. I have personal knowledge of the information contained herein.
2. Number of employees. _____
3. Is the company/entity a non-profit? YES____ NO ____
4. Are employees paid a wage equivalent to at least 110% of the most recent federal poverty guidelines for a family of four, as defined by the Department of Health and Human Services and adequate healthcare coverage as defined in the Commissioners Living Wage resolution? YES____ NO ____
5. If no healthcare coverage is provided, are employees paid a wage equivalent to at least 130% of the most recent federal poverty guidelines for a family of four, as defined by the Department of Health and Human Services? YES____ NO ____

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

NOTARY PUBLIC: _____

My Commission Expires: _____



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

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

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

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

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GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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

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

CERTIFICATION

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

 X
Signature

Date

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

Terrorist Exclusion List

As of March 16, 2009

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

1. Abu Nidal Organization (ANO) (International, Palestinian)
2. Abu Sayyaf Group (ASG) (Philippines)
3. Al-Aqsa Martyrs Brigade (Palestinian)
4. Al-Shabaab (Somali)
5. Ansar al-Islam (Iraqi Kurdistan)
6. Armed Islamic Group (GIA) (Algeria)
7. Asbat al-Ansar (Lebanon)
8. Aum Shinrikyo (Japan)
9. Basque Fatherland and Liberty (ETA) (Spain, France)
10. Communist Party of the Philippines/New People's Army (CPP/NPA) (Philippines)
11. Continuity Irish Republican Army (Northern Ireland)
12. Gama'a al-Islamiyya (Egypt)
13. HAMAS (Islamic Resistance Movement) (Palestinian)
14. Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B) (Bangladesh)
15. Harakat ul-Mujahidin (HUM) (Kashmir, India)
16. Hizballah (Party of God) (Lebanon)
17. Islamic Jihad Group (Syria)
18. Islamic Movement of Uzbekistan (IMU) (Uzbekistan)
19. Jaish-e-Mohammed (Army of Mohammed) (JEM) (Kashmir, India)
20. Jemaah Islamiya organization (JI) (Southeast Asia)
21. al-Jihad (Egyptian Islamic Jihad) (Egypt)
22. Kahane Chai (Kach) (Israel)
23. Kongra-Gel (KGG, 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)

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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 Eidadul 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-Daawaa es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

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

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

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

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

SECTION B - SPECIFICATIONS & INSURANCE REQUIRMENTS

REQUEST FOR PROPOSAL

FOOD SERVICE IN THE LUCAS COUNTY COURTHOUSE
700 ADAMS STREET
TOLEDO, OHIO 43604

GENERAL INFORMATION

A. Statement of Intent

The Board of Lucas County Commissioners is seeking proposals from qualified food concession vendors ("vendors") to contract for the operation of a food and beverage snack bar at the Lucas County Courthouse, located at 700 Adams Street, Toledo, OH 43604. The snack bar is located on the first floor of the Courthouse in the southeast quadrant. The snack bar is to provide high quality food and beverages at a reasonable price. The vendor will be expected to provide all personnel, labor, equipment, materials, tools, services and special skills required to equip and operate the snack bar.

B. Food and Beverage Service

The vendor will be responsible for the operation of the snack bar at the Lucas County Courthouse under the following conditions:

- The snack stand shall be operated for the purpose of selling over-the-counter items such as hot/cold food and beverages, candy, and snacks. Hot food items prepared or warmed onsite and/or offsite must comply with Toledo/Lucas County Health Department regulations.
- Vending services may be included in the snack bar services to be provided. All vending machines shall be consistent in appearance, size and other characteristics. At least one bill changer machine is to be installed in the snack bar area. The vendor shall keep vending machines in good, working order, supplied with fresh products. The vendor shall post contact information in the event of a customer issue with a vending machine. The vendor shall be solely responsible for customer satisfaction and response to any concerns or complaints.
- Subcontracting of any part of this proposal may be allowed only if the vendor requests and the County agrees to the service provided prior to subcontracting for the service.
- The County's physical facilities made available to the vendor under the contract shall not be used in connection with operations not included in the contract.
- At the request of Courthouse occupants, coffee service, consisting of packets of coffee, cups, stir sticks, and other supplies may be requested of the vendor. The vendor shall establish a reasonable price list for the coffee service. Courthouse occupants may arrange for a separate coffee service, provided by another vendor, at their discretion.
- Minimum operations of the snack bar shall be during established hours throughout the week. Minimum operating hours shall be 8:00 a.m. until 3:30 p.m. unless otherwise approved by the County.

- The selected vendor shall furnish, install, repair, and maintain, at its sole expense, all equipment necessary to provide the above listed food and beverage service to the public.
- The successful vendor must be willing to enter into a contract for a five year term.
- The vendor shall acquire, at their cost, all necessary permits and licenses from the City of Toledo, Lucas County, and the Toledo./Lucas County Health Department for the purpose of food sales and snack bar operations. The vendor shall operate the snack bar to the standards set forth under all relevant federal, state, and local laws and all applicable permit specifications.
- The vendor shall maintain and clean the snack bar space, which includes all food preparation, counter, and customer areas to the standards set forth under all relevant federal, state, and local laws and all applicable permit specifications. The vendor shall be responsible for handling all trash and other debris in the snack bar area.
- Lucas County shall pay for the cost of utilities, including electricity, water, and waste disposal. The costs for such utilities will be monitored for the first year of operation and the vendor shall pay a commission to Lucas County in consideration of the provision of the cost of utilities and other services on a monthly basis thereafter.
- The vendor shall, throughout the duration of the agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of the vendor, its agents and employees, performed in connection with the agreement to operate the snack bar in the Lucas County Courthouse. The vendor and all employees shall submit to a criminal background check prior to serving in the Courthouse.
- In the event the vendor is deemed by the County, in its sole discretion as being unable to continue successful operation, or in the event of failure of the vendor to perform, keep and observe any of the conditions contained herein, or the failure of the vendor to correct any problem within a time specified by the County, the agreement may be terminated by the County with a 30 day written notice.

C. Proposal

The submitted proposal shall not exceed ten (10) pages in length. Proposals shall include a signature line, with name and title of signatory, with three (3) copies submitted in 8 1/2 " x 11" format with the following elements:

- Organization name, address, telephone number, and e-mail address
- Name and telephone number of contact person

- A list of principal(s) with their respective experiences and background as it pertains to the operation of a snack bar.
- A description of the planned staffing for the snack bar, including required experience and training of staff.
- Proposed food, drink, and/or other products to be sold at the snack bar, with anticipated prices. Prices for the items stated in the proposal are expected to be firm initial prices for a basis of consideration and comparison of proposals. All food and beverages shall be reasonably and competitively priced. Subsequent price increase may be requested and will be considered for approval, predicated upon the costs of products, labor, or other operating costs that have risen since the initial term of the contract. A reasonable profit is anticipated. No alcohol sales are permitted.
- Provide a statement of what specifically qualifies you to operate a snack bar located within a public building.
- Provide contact information from at least three existing food service customers who may be contacted as references.
- If have previously operated a food service business, provide a statement regarding prior health department inspections along with the results, responses, and outcomes of the inspections.
- Provide a statement that the proposal shall remain valid for a period of no less than sixty (60) days.
- Include a statement that no conflict of interest exists in the provision of the proposed services. The successful vendor will be required to submit a statement regarding campaign contributions to elected officials and other mandatory documents.
- Include a plan on how you will be responsible for all costs associated with the acquisition, maintenance and repair of all equipment necessary to operate a snack bar.

D. Evaluation Criteria

Selection of the most qualified proposal will be based upon a number of factors, including, but not limited to:

1. Demonstrated experience in the operation of a snack bar.
2. Qualifications of the vendor.
3. The financial ability of the vendor to furnish, repair, and operate the snack bar.

4. The ability to deliver a high quality menu on an ongoing basis for a reasonable cost to the customers.

E. Mandatory Pre-Proposal Meeting

A mandatory Pre-Proposal meeting will be held at 10:00 a.m. on March 26, 2010. The meeting will take place in the Jury Assembly Room, which is located immediately past the security screening station at the Michigan Street entrance of the Lucas County Courthouse. Attendance at this Pre-Proposal meeting is a prerequisite and a requirement to be qualified to submit a proposal. A tour of the snack bar will be given during the Pre-Proposal meeting. It is the responsibility of the prospective vendor to familiarize themselves with the facility and equipment available at the mandatory Pre-Proposal meeting. Proposals of vendors who failed to attend the Pre-Proposal meeting and Site Tour will be returned unopened and will not be considered. Attendees should bring a copy of this Request for Proposal packet to the meeting. Any changes resulting from the meeting or subsequent written questions will be issued in a formal addendum issued to all who attended the Pre-Proposal meeting.

F. Deadline

Responses to this Request for Proposals are to be received by the Lucas County Support Services, Purchasing Department by 2:00 p.m. on April 5, 2010. THREE copies must be provided. Postmarks will not be accepted. Faxes and/or emails will not be accepted. The response to the Request for Proposal must be delivered to:

Lucas County Support Services, Purchasing Dept.
Attn: Lynn DiPierro
Board of Lucas County Commissioners
One Government Center, Suite 480
Toledo, OH 43604

On the envelope/package, please clearly label:

Lucas County Courthouse Snack Bar - Proposal

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

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

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

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

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

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

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

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

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

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

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

Commercial General Liability Insurance -

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

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

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

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

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

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

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

22.2 NON-PROFESSIONAL LIABILITY

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

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

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

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

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

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

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

SECTION 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: COMMISSION PAID BY SERVICE PROVIDER

In consideration of the provision of the space to be allocated within the Lucas County Courthouse, the cost of utilities and other services, the SERVICE PROVIDER agrees to pay COUNTY a commission based upon (insert percentage)of the gross revenue from the operation of the snack bar.

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 Bid 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

Pete Gerken, President

Date

Tina Skeldon Wozniak

Ben Konop

APPROVED AS TO CONTENT:

Signature: (insert department representative
Name)

Resolution Number: _____

IMPORTANT NOTE

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

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

Item for bid _____

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

Date of Bid Opening _____

Bid Opening Time _____

Vendor Name _____