



CITY OF TOLEDO, OHIO

Carleton S. Finkbeiner, Mayor

Company Name

Address

City State Zip

Phone

Email

PROPOSAL FORM

NOTICE TO PROPOSERS

Sealed proposals will be received at the Purchasing Office, One Government Center, 19th Floor, Suite 1970, Toledo, Ohio, 43604, until 2:00 o'clock p.m. (local time):

On: TUESDAY, APRIL 7, 2009

For Furnishing the DEPARTMENT OF PUBLIC SERVICE

DIVISION OF STREETS, BRIDGES & HARBOR

REQUEST FOR PROPOSALS FOR PRELIMINARY ENGINEERING & EVALUATION OF THE POINT PLACE & SWAN CREEK DIKES

All proposals must be made on the attached proposal package.

INVITATION

Sealed proposals, subject to the conditions as shown herein, are requested on the following list of articles or services with delivery to the destinations shown, including any charges for delivery, containers, packaging, etc. ENVELOPES MUST BE PLAINLY MARKED:

RFP FOR: PRELIMINARY ENGINEER & EVALUATION OF THE POINT PLACE & SWAN CREEK DIKES

4/7/09

REQUEST FOR PROPOSAL

PRELIMINARY ENGINEERING AND EVALUATION OF THE POINT PLACE AND SWAN CREEK DIKES FOR USACE COMPLIANCE AND FEMA CERTIFICATION A NEEDS ASSESSMENT STUDY

I. Introduction

The City of Toledo is seeking proposals from qualified consultants to provide all labor, equipment and materials necessary to perform engineering services for the evaluation of US Army Corps of Engineers compliance and FEMA certification of the USACE flood control projects in Point Place and on Swan Creek in Toledo, Ohio.

II. Background

The USACE has constructed two dike and levee systems in the City of Toledo that need certification to comply with 44 CFR 65.10. In January 2008 the City of Toledo received letters from FEMA requiring dike certification for the flood insurance maps. Since the construction of the dike(s) the design HGL of the levees was raised 0.4 feet and FEMA raised the requirements for freeboard. This RFP scope is to provide an evaluation of the dike(s) systems for Corps of Engineers compliance, review FEMA criteria and determine if the dike systems can be certified. The consultant will provide recommendations and cost estimate necessary in a Needs Assessment Study.

III. Scope of Services

- Review the provisions of 44 CFR 65.10 for the requirements necessary to certify a flood protection project and their compliance to the City dike systems,
- Determine if the dike(s) in the present condition can be FEMA certified,
- Determine if the dike(s) brought up to USACE "as built" condition can be FEMA certified,
- Discuss difference and ramifications of USACE and FEMA compliance,
- Determine/discuss risk with and without USACE and/or FEMA compliance or certification,
- Develop comprehensive plan with cost and time table to restore the dikes to "as built" condition including the cost of engineering and construction,
- Develop comprehensive plan with cost to rehabilitate/reconstruct the dike(s) to a FEMA certifiable condition including the cost of engineering and construction,
- Provide "Needs Assessment Report" of what is required for a consultant to certify the dike(s) with alternatives including no-action and consequences of each,
- Develop a plan and time table for dike certification including public meetings, design, construction and engineering evaluation,
- Prepare an RFP and scope of service bid document for the dike(s) certification,
- Prepare an RFP and scope of service bid document for dike rehabilitation meeting FEMA requirements
- Each dike shall be addressed separately with separate reports,
- All additional work listed in Enclosure A, Basic Services of the Consultant,

IV. Consultant Qualifications

Engineering consultants will need to provide information that the City of Toledo will use to determine which firm has the best qualifications to provide the necessary services. This information should include but not be limited to:

- Knowledge and experience with 44 CFR 65.10 and FEMA requirements for dike and levee certification,
- Experience with FEMA Flood Insurance Rate Map (FIRM) mapping requirements and procedures, including H&H analyses and LOMA and LOMR submittals.
- Experience working with FEMA Region V.
- Knowledge and experience with USACE design and construction requirements, documents and engineering manuals pertinent to this subject, including, but not limited to:
 - EM 1110-2-1913, *Engineering and Design-Design and Construction of Levees*
 - EM 1110-1-1904, *Engineering and Design-Settlement Analysis*
 - EM 1110-2-301, *Engineering and Design-Laboratory Soils Testing*.
 - Public Law 84-99, *Levee Owner's Manual for Non-Federal Flood Control Works*
- Knowledgeable of soils in the Toledo/NW Ohio area,
- Company and staff background in geology, soils and embankment/dike design,
- Familiarity with provisions of the Ohio Revised Code and Ohio Administrative Code as they apply to levee permitting and inspection requirements, including experience working with the Ohio Department of Natural Resources, Division of Water for this type of work.
- Familiarity with environmental regulations, including successful past experience with the Ohio Environmental Protection Agency, the U.S. Ohio Environmental Protection Agency and USACE permitting programs.

V. Expected Tasks and Considerations of Selected Consultant:

It is the proposer's responsibility to review all applicable information prior to submitting a proposal. Any document, which a proposer views as necessary, and are readily available, can be examined by making an appointment with the city contact person.

The selected consultant may need to perform many task and procedures to complete each item outlined in the scope of service. The following tasks are expected to be needed, but are not limited to:

1. Detailed dike inspection,
 2. Review past USACE inspections,
 3. Survey of the dikes and elevations,
(see Section XVII)
 4. Review dike plans,
 5. Review design and revised Base
Flood Elevations (HGL)
 6. Review, survey and evaluation to include all parts of the dikes systems including drainage, sewers, pump stations, earthen structures, sheet piling and concrete structures, flood gates and stop logs, retention pond, sluice gates, etc,
 7. Addressing encroachments, seawall attachments etc. in respect to USACE requirements and FEMA concerns.
- } For present and as built FEMA and USACE requirements

The following additional considerations may be needed but are not limited to:

1. Geotechnical analysis and design
 - a. Field exploration
 - b. Laboratory analyses
 - c. Earthen levee embankment analysis including but not limited to slope stability, seepage and settlement
 - d. Earthen levee embankment foundation analysis including but not limited to stability, seepage and settlement
2. Structural evaluation and design
 - a. Evaluation of concrete structures including but not limited to spillways, conduits, stilling basins and walls at dams; floodwalls and revetments on levees, floodgate chambers, outfall pipes and headwalls; and storm water pump station wet wells.
 - b. Inspection and mapping of concrete deterioration
 - c. Evaluation of materials
 - d. Design of concrete rehabilitation
3. Hydrology and Hydraulics (H&H)
 - a. Open channel steady and unsteady flow (HEC-RAS) modeling
 - b. H&H analysis of interior drainage for levee systems including pump station capacities and outfall configurations,
 - c. Wave action and surges

VI. Proposal Contents

The consultant shall be familiar with the basic and supplemental services to be provided by himself and the City as described in Enclosures A through C. Enclosures D and E provide the required format for the consultant to submit his price proposal. Line items within this format can be expanded or edited as desired by the consultant if appropriate for this project. The consultant shall submit with his proposal copies of any sub consultant proposals, which are included in this proposal.

In addition to completion of the enclosures, proposals shall respond to all categories contained in the attached section of this RFP entitled "City of Toledo Professional Service Provider Rating Criteria."

VII. Pre-Proposal Questions/Inquiries

All pre-proposal questions and inquiries shall be directed via email to the attention:

Mr. Scott Sibley P.E.
Administrator Utility Engineering
Division Of Engineering Services
One Lake Erie Center
Toledo, Ohio 43604
Phone (419) 936-2851
Fax (419) 936-2850
Email: Scott.Sibley@toledo.oh.gov

or Mr. Dale A. Rupert, P.E.
Senior Professional Engineer
Division of Streets, Bridges and Harbor
1189 West Central Avenue
Toledo, Ohio 43610
Phone (419) 245-1587
Fax (419) 245-1544
Email: Dale.Rupert@toledo.oh.gov

The City of Toledo, at its discretion, may decide to summarize and submit to all potential respondents the questions and inquiries and answers thereto for use by other respondents.

VIII. Notice to Proceed

Work by the selected consultant is to begin only when a written Notice to Proceed is issued by the City of Toledo's Mayor, or upon receipt of a Purchase Order.

IX. Commitment

This RFP does not commit the City or any of its agencies, departments, or divisions to award a contract, to pay any costs incurred in preparation of a proposal responding to this RFP, or to procure or contract for services or supplies.

The City reserves the right to accept or reject any and all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety, if it is in the best interests of the City to do so. The City may require the entire proposal be made an integral part of the resulting contract. The City may require the firm selected to participate in negotiations, and to submit such price, technical, or other revisions of the proposal as may result from negotiations.

If the selected firm fails to negotiate a satisfactory contract with the City within a reasonable time after the bids are evaluated, the City may offer to negotiate with another firm without further advertising, issuance of another RFP, or evaluation of other firms. The Commissioner, Division of Streets, Bridges and Harbor shall determine when negotiations have broken down with the first selected firm and whether to offer to negotiate with another firm.

X. Termination

The City has the authority and express right to terminate any contract awarded to the firm pursuant to the RFP at any time during the term of the contract for any reason or if the City finds the firm's work is negligent, not satisfactory, or not in accordance with the agreed upon work program. In the event of termination, the firm shall be entitled to payment for approved costs incurred prior to the effective date of termination. All plans, original drawings, CADD drawing files, written reports, calculations, pictures and data obtained for use on this project as of the date of termination are to be considered property of the City of Toledo and shall be provided to the City prior to final payment.

XI. Scheduling and Completion

The proposer is to submit a project schedule that indicates on a week-by-week basis, the status of each critical element of the proposal. The proposers should use their own judgement in completing the schedule, but in no case shall the design completion time be longer than nine (9) months from the time of Notice to Proceed. For purposes of this proposal, completion means the final needs assessment study addressing all items listed in the "Scope of Service" in a report form and approved by the City.

XII. Progress Meetings

The selected proposer may be required to hold a project kickoff meeting and progress meetings with the city on a monthly basis to discuss project status. Meeting minutes shall be taken by the Consultant and distributed to all attendees. Updated status reports are to be submitted to the Division of Engineering Services at least one (1) working day prior to the scheduled meeting date. Status reports shall provide current project status relative to submitted project schedule and cost, tasks completed in preceding month, tasks to be performed in following month, any problems, delays or set-backs that have occurred or are foreseen for the future, and other significant information that may impact the project completion date or final costs.

XIII. Submittals

Sealed proposals will be received at the below listed office until 2:00 PM (local time) on Tuesday, April 7, 2009:

Commissioner of Purchasing
One Government Center
Suite 1970, 19th Floor
Toledo, OH 43604

- Late or fax submittals will not be considered,
- Proposals will not be read aloud on the proposal opening date, but will be available for public inspection upon completion of the review process,
- Three (3) copies of the proposal shall be returned to the City's Purchasing Section by the date and time listed in the announcement,
- A lump sum not to exceed figure for all tasks combined must also be quoted,
- Proposals shall be valid for a period of 120 days,
- The City of Toledo asks that all signatures be filled out in blue ink,
- Each proposer shall submit three (3) copies of the proposal, which shall consist of the technical proposal and the price proposal. The original copy should be marked as such,
- The City of Toledo has additional contractual forms and affidavits that need completed and submitted with the bid. This is available in PDF form from the Division of Purchasing.

XIV. Selection of Consultant

The City of Toledo will select a consultant based upon the criteria indicated in ENCLOSURE H. While each proposal will be considered objectively, the city assumes no obligation to accept or take action on any proposal. However, the proposers must indicate in their schedules the availability of their firm to meet the schedule laid out in this RFP. The availability of the proposer to commence work on short notice and meet the schedule for completion will be a factor in evaluating the proposal. The selected consultant will be considered as the prime consultant and will assume total responsibility for coordination with any and all of its sub-consultants. All sub-consultants must be pre-approved by the city. Certain consultants may be requested to make an oral presentation of their proposal to a City of Toledo Selection Committee. The written and oral presentations will both be considered part of the

final evaluation process.

The proposer and any sub-consultants to the proposer should provide the following information in the technical proposal:

A. Qualifications, background and related project experience: A statement of the firm's qualifications to provide the requested services. The statement should include the following:

- A general background (Company, Name, Address, Telephone);
- Project Manager's and other key task managers' background,
- Professional services offered and number of employees assigned to each service,
- Experience in all the items listed in section III. Scope of Service,
- A list of at least five (5) references, including name, address and telephone number of contact person for similar projects.

B. Office Location: A statement of the firm's primary office location and if a local office will be available. Designate the office location where the primary work, other than project fieldwork, will be performed. Include anticipated type of work to be done at each office. Proposer (consultant) shall provide the percentage of work performed (by cost): (1) in The City of Toledo – Central Business District, (2) City of Toledo – within the City Limits (outside the CBD), (3) Outside the City Limits but in the Toledo Enterprise Zone, (4) Outside the Toledo Enterprise Zone but in Lucas County, (5) Outside Lucas County but in the nine county area described in the Local Preference memorandum, (6) In Ohio but outside the nine county area. Remaining unaccounted percentage will be assumed to be outside Ohio. This should include subcontractors. Also include project fieldwork, in Toledo, as a separate non-office related item in this percentage.

C. Familiarity with local, state and federal regulations: A written statement of the firm's familiarity with City of Toledo, any applicable State of Ohio, and Federal laws, regulations, or standards relevant to this type of project.

D. Current workload: A description of the firm's current workload. Include the availability of the firm to immediately commence this project upon receipt of a Notice to Proceed.

E. Performance on previous projects: A list of previous contracts with the City of Toledo or other government agencies for comparable projects. Include a summary of performance, ability to meet schedule, and any savings or benefits resulting from your actions.

F. Understanding of the project: A description in detail of the firm's understanding of the services to be provided and anticipated approach to completing the project as outlined in Section 2, "Scope of Services". Include any considerations or evaluations, which may be prudent to effectively minimize the project cost, insure timely completion of the project, and more satisfactorily achieve the project goal. Also include any possible challenges that will be encountered and any intended or probable special techniques, services, or approaches to be used for solution. Discuss potential alternate methods. If there are certain tasks that could more easily be performed by city personnel that would result in substantial cost savings indicate these savings, but do not include in your cost proposal.

G. Schedule and staffing: a) A project schedule indicating all tasks specifically listed for this project. Time frames, review times, and critical milestones should be included. b) A list of key personnel who will work on the project and their technical competence and related specialized

experience. Designate the person from the primary consultant who will manage the project. c) The city fully expects that the personnel listed in the proposal will be assigned to the project in the event that your firm is selected. Any personnel changes in key positions shall be subject to advance approval by the city.

H. Fee: Total Project Cost as indicated on the Price Proposal Form shall not be exceeded. The fee of each task for each dike shall be separate.

I. DBE Participation: A description of any joint ventures, partnerships or sub-contracts with City certified Disadvantaged Business Enterprises (DBEs). The description should include the name of the company(s), the description of the work to be performed by the DBE and the amount and percentage of the contract that will be awarded to DBEs.

XV. City Records

It is the proposer's responsibility to review all applicable information prior to submitting a proposal. Any documents which a proposer views as necessary, and are readily available, can be examined by making an appointment with the above mentioned city contact person. The City of Toledo can provide upon request a digital copy of the plans for each dike system, the latest Corps of Engineers Point Place dike inspection report, the FEMA request to certify the dikes, and correspondence with FEMA regarding the base flood elevation for the Western Maumee Bay. The City will send a CD through the USPS. Firms must send this request to Dale Rupert at Dale.Rupert@toledo.oh.gov. These files are too large to send by the City's email system. Should other arrangements be needed the consultant will need to make all the provisions.

XVI. Computer Files

All computer files (disks, tapes or other formats) provided to the City shall first be scanned for viruses using an approved virus scanning software and labeled "virus free", indicating the date scanned, scanning software used and initialed by the person performing the scan.

XVII. Survey of the Dike(s)

As part of the evaluation for the Needs Assessment Report the levee systems may need to have a complete survey. The City of Toledo intends to perform the survey and provide the data to the consultant. However the City is requesting a cost proposal for this survey work in the event the city desires to have the consultant provide the survey. This is listed as Supplemental Services in Enclosure B.

If the City performs the survey, the consultant shall utilize survey information obtained by the survey section of the Division of Engineering Services. The survey crews will not begin survey work until the consultant is under contract to the City of Toledo. The consultant shall provide instructions to the City survey crews on the limits and extent of survey information the consultant needs in order to prepare the plans. Typical survey information will include horizontal and vertical control, topographic

features, elevations, benchmarks, utility locations, tap locations, invert elevations of all sewers, and any other pertinent data or survey information along the route necessary for the consultant to prepare the plans. The consultant shall make the necessary telephone calls to have utilities marked in the field so the survey crews can pick-up the utility locations. The City will provide survey data, including all coordinates and elevations, in AutoCAD 2004 format. The consultant shall field check the survey data to determine if all the information is complete. The consultant shall contact the City survey section to correct any deficiencies found in the original survey information or any other information the consultant may require later in the preparation of the plans in order to complete the plans.

ENCLOSURE A

PRELIMINARY ENGINEERING AND EVALUATION OF THE POINT PLACE AND SWAN CREEK DIKES FOR USACE COMPLIANCE AND FEMA CERTIFICATION

BASIC SERVICES OF THE CONSULTANT

All engineering services provided by the consultant shall be in compliance with FEMA and USACE design and evaluation requirements. All calculations, evaluations and rating determinations shall be property of the City of Toledo. An Engineer licensed by the State of Ohio shall stamp all calculations and reports. The following will be separate for each the Point Place and Swan Creek levee systems:

1. Provide a "Needs Assessment Report" that accomplishes the following:
 - Documents the specific criteria from FEMA and the USACE that will apply to the certification of the Toledo levee system(s) in conjunction with ongoing participation in the National Flood Insurance Program.
 - Provides the results of a compilation and review of resource materials associated with the construction and maintenance of the levee and flood control system(s) (e.g. construction plans and specifications, operations and maintenance manual, results of detailed dike surveys and inspection, inspection reports, etc.)
 - Identifies deficiencies of the levee and flood control system with respect to the requirements of 44 CFR 65.1a or USACE criteria and:
 - Determines if the dike(s) in the present condition can be FEMA certified,
 - Determines if the dike(s) brought up to USACE "as built" condition can be FEMA certified,
 - Discusses difference and ramifications of USACE and FEMA compliance,
 - Determines/discusses risk with and without USACE and/or FEMA compliance or certification including discussions about homeowner's requirements and cost of flood insurance,
 - Compares all options including no-action and consequences of each,
 - Estimates the potential flood insurance premiums to the affected properties that could result if the levee systems are not certified.
2. Develop comprehensive planning, timetable and itemized cost:
 - To restore the dike(s) to USACE "as built" condition including the cost of engineering and construction (cost shall be for budgeting and shall be adjusted for estimated construction year),
 - To rehabilitate/reconstruct the dike(s) to a FEMA certifiable condition including the cost of engineering and construction (cost shall be for budgeting and shall be adjusted for estimated construction year).
3. Develop a plan and timetable for dike certification including public meetings, design, construction and engineering evaluation,
4. Prepare an RFP and scope of service bid document for the dike(s) certification,

5. Prepare an RFP and scope of service bid document for dike rehabilitation meeting FEMA requirements,
6. Attendance at meetings or reviews related to the above.

ENCLOSURE B

PRELIMINARY ENGINEERING AND EVALUATION OF THE POINT PLACE AND SWAN CREEK DIKES FOR USACE COMPLIANCE AND FEMA CERTIFICATION

SUPPLEMENTAL SERVICES OF THE CONSULTANT

Supplemental services will be negotiated on an as needed basis with the exception of the surveys. Proposer shall submit a price for the survey of each dike.

1. Survey of the Dikes:
Perform survey as required for evaluation including baseline, benchmarks, horizontal and vertical control, topography, utility location, ground elevations, and other pertinent data. This information shall include all control data and schematic plan sheets; scale not to exceed 1"=20 feet. All actual field data collected in the following format and comma delimited: Point number, Northing, Easting, Elevation, Description. All linework shall be in a DXF Format compatible with AutoCAD 2004. All information shall be provided to the City of Toledo's survey department upon completion of the survey work. The City of Toledo shall own all data.
2. City liaison communicating with property owners for compliance issues,
3. Set up and/or conduct public meetings and provide assistance to the City staff, as needed, in matters related to the levee certification, 44 CFR 65.10 and USACE compliance requirements, including direct notification of all property owners effected,
4. Preparation of any special documents or exhibits for public meetings or hearings,
5. Evaluating environmental, floodplain, construction and other applicable permitting requirements and assistance in securing the necessary permits,
6. Creating geographic information system (GIS) layers to supplement the City of Toledo's GIS data sets,
7. Additional services due to change in Scope of Project, or major changes to previously approved plans.

ENCLOSURE C

PRELIMINARY ENGINEERING AND EVALUATION OF THE POINT PLACE AND SWAN CREEK DIKES FOR USACE COMPLIANCE AND FEMA CERTIFICATION

RESPONSIBILITIES OF THE CITY OF TOLEDO

1. Make available any data from City records,
2. Assist consultant to gain access to and assist with provisions necessary for the CONSULTANT to enter upon public and private property as can be legally arranged,
3. Perform all construction phase services with the exception of those items specifically identified as being the consultant's responsibility in Enclosure A and as may be opted for in Enclosure B of this RFP.

ENCLOSURE D

PRELIMINARY ENGINEERING AND EVALUATION OF THE POINT PLACE AND SWAN CREEK DIKES FOR USACE COMPLIANCE AND FEMA CERTIFICATION

ESTIMATE OF MANHOURS

These estimates will not be considered as final contractual obligations but are for the sole purpose of bid evaluation. This estimate is considered the minimum necessary for the project design. Please include sub-consultants.

	<u>Man-hours</u> <u>Point Place</u>	<u>Man-hours</u> <u>Swan Creek</u>
A. Review of Existing Plans	_____	_____
B. Dike Inspection, Evaluation and Documentation	_____	_____
C. Research and Document Review	_____	_____
D. Needs Assessment Report and Document Preparation (#1, Enclosure A)	_____	_____
E. Develop Comprehensive Planning, Timetable and Cost (#2, Enclosure A)	_____	_____
F. Develop a plan and timetable for dike certification (#3, Enclosure A)	_____	_____
G. Certification RFP; Specifications & Documents (#4, Enclosure A)	_____	_____
H. Rehabilitation RFP; Specifications & Documents (#5, Enclosure A)	_____	_____
I. Meetings, Supervision, etc.	_____	_____
J. Other tasks necessary for Proposal:	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ENCLOSURE E

PRELIMINARY ENGINEERING AND EVALUATION OF THE POINT PLACE AND SWAN CREEK DIKES FOR USACE COMPLIANCE AND FEMA CERTIFICATION

DERIVATION OF FEES

(These estimates will not be considered as final contractual obligations but are for the sole purpose of bid evaluation. This estimate is considered the minimum necessary for the project design. The Maximum Prime Compensation will be the maximum amount for the contract for all items and services not specifically listed under **ENCLOSURE B, SUPPLEMENTAL SERVICES OF THE CONSULTANT**)

	<u>Estimated Fee</u> <u>Point Place</u>	<u>Estimated Fee</u> <u>Swan Creek</u>
A. Review of Existing Plans	\$ _____	\$ _____
B. Dike Inspection, Evaluation and Documentation	\$ _____	\$ _____
C. Research and Document Review	\$ _____	\$ _____
D. Needs Assessment Report and Document Preparation (#1, Enclosure A)	\$ _____	\$ _____
E. Develop Comprehensive Planning, Timetable and Cost (#2, Enclosure A)	\$ _____	\$ _____
F. Develop a plan and timetable for dike certification (#3, Enclosure A)	\$ _____	\$ _____
G. Certification RFP; Specifications & Documents (#4, Enclosure A)	\$ _____	\$ _____
H. Rehabilitation RFP; Specifications & Documents (#5, Enclosure A)	\$ _____	\$ _____
I. Meetings, Supervision, etc.	\$ _____	\$ _____
J. Other tasks necessary for Proposal:		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
SUBTOTAL FOR EACH LEVEE	\$ _____	\$ _____
MAXIMUM PRIME COMPENSATION	\$ _____	

Supplemental Cost for Topographical Survey of the Point Place Dike
Supplemental Cost for Topographical Survey of the Swan Creek Dike

\$ _____
\$ _____

ENCLOSURE F

PRELIMINARY ENGINEERING AND EVALUATION OF THE POINT PLACE AND SWAN
CREEK DIKES FOR USACE COMPLIANCE AND FEMA CERTIFICATION

SUB-CONSULTANTS

	<u>COMPANY</u>	<u>SCOPE OF SERVICE</u>	<u>COMPENSATION/ PERCENT OF CONTRACT</u>
1.	Name: _____ Address: _____ _____ _____ _____	_____ _____ _____ _____ MBE/WBE (yes/no) _____	\$ _____ _____ _____ _____ _____ %
2.	Name: _____ Address: _____ _____ _____ _____	_____ _____ _____ _____ MBE/WBE (yes/no) _____	\$ _____ _____ _____ _____ _____ %
1.	Name: _____ Address: _____ _____ _____ _____	_____ _____ _____ _____ MBE/WBE (yes/no) _____	\$ _____ _____ _____ _____ _____ %
4.	Name: _____ Address: _____ _____ _____ _____	_____ _____ _____ _____ MBE/WBE (yes/no) _____	\$ _____ _____ _____ _____ _____ %

Use additional sheets if necessary

ENCLOSURE G

PRELIMINARY ENGINEERING AND EVALUATION OF THE POINT PLACE AND SWAN CREEK DIKES FOR USACE COMPLIANCE AND FEMA CERTIFICATION

LOCATION OF SERVICES

Please provide the percentage of work, by cost, in the various locations (see column headings) where the work will actually be performed. For any percentage not listed, it will be assumed the work will be performed outside the State of Ohio. See Section XIV B. for details.

	Toledo CBD (1)	Toledo City (2)	Toledo Enterprise Zone (3)	Lucas County (4)	Nine County Area (5)	State of Ohio (6)
Prime Consultant	_____	_____	_____	_____	_____	_____
Sub-Consultants (list each)						
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

CITY OF TOLEDO
PROFESSIONAL SERVICE PROVIDER RATING CRITERIA

Professional Services Contracts are awarded in accordance to Toledo Municipal Code, Section 187.24.c

The following ten categories will be used as rating factors when reviewing professional services for the City of Toledo. Each category or criterion shall have a scoring range between zero (0) to fifteen (15), but not to exceed the ranges listed below, from which the evaluating division can choose in order to appropriately reflect their relative importance, e.g., not applicable to this particular project would be 0 versus highly important could be fifteen (15).

A. Background, related project experience - this consists of review of the professional services background and experience of the firm or individual. It should include a history of the firm or individual and the number of employees. It should include a listing of previous experiences similar to the requested work and should describe the facilities and equipment at the working offices. (0-15)

B. The location - this should include the location of the primary office and whether or not a local office will be available. It should also include discussion on staff accessibility for the project. This should also include the amount of work to be performed in the City of Toledo. It should also list the home office inside the City of Toledo, as well as the primary office if located elsewhere. The location where the primary work will be done must be designated. If a portion of the work will be done at a location other than the primary location, designate the other location and the type of work to be done there. Note: A partial assessment of location points (no more than four (4)) can be given to those businesses, which are located within the joint economic development zone of which the City of Toledo is a participant. (0-10)

C. Familiarity with local, state and federal standards and requirements - this should include a description of the firm or individual's familiarity with all City of Toledo, State of Ohio and applicable federal standards and requirements. Specific local standards, ordinances, state laws, state requirements and federal regulations should be listed in this section. (0-10)

D. Current workload - a description of the firm or individual's current workload is to be included in this section. This should include a listing of all major projects inside the City of Toledo and outside its boundary. Specific listing of any subcontracting work that the firm or individual does have with another company or project should also be included in this section. (0-5)

E. Performance on previous projects - a specific listing of previous contracts with the City of Toledo or similar offices in the State of Ohio, State of Michigan or Federal Government should also be included. Included in this listing should be a summary of performance for each project relevant to timeliness, performance and any savings or benefits that were provided to the contractor. List the last ten (10) completed projects similar to the requested work. (0-15)

F. Understanding of the project - the provider shall completely describe in detail the services to be rendered to complete the project, including all alternative considerations and evaluations, which may be prudent in order to effectively, minimize the project budget and most satisfactorily achieve the project goal. Specific points of understanding should be listed to include the professional approach to the project with any related economic benefits, which may impact efficiency and effectiveness. (0-15)

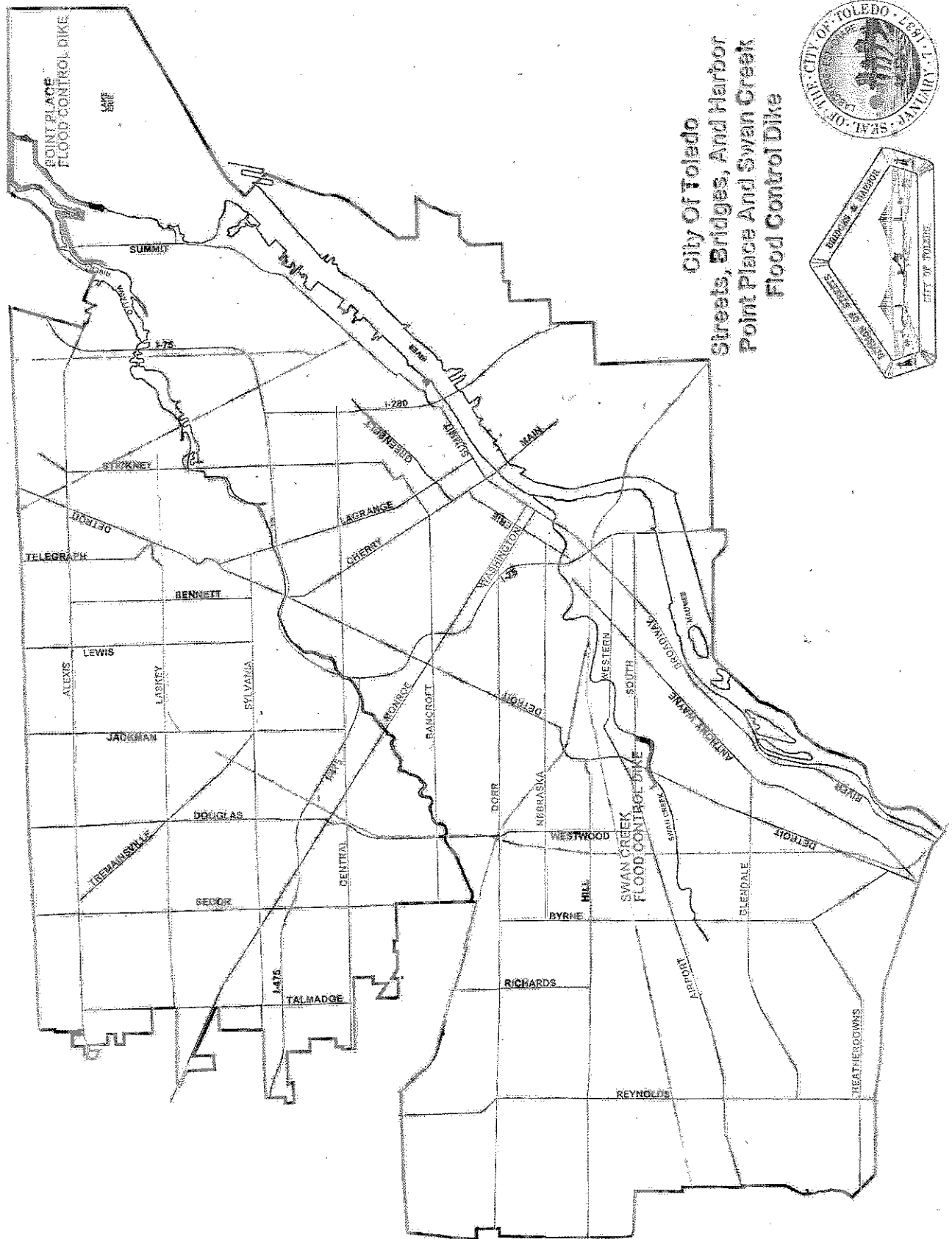
G. Schedule, staffing - this criterion shall have a project advancement schedule, including all tasks specifically listed for the project. Timeframes, review times, as well as timing for meetings with citizens and public meetings should be listed in this section. List your key personnel and their qualifications and experience. Designate the person who will manage this project. Designate your other personnel along with their experience and background who will also work on the project. (0-15)

H. Fee - the specifics of the fee shall be listed. The cost can be prepared in an hourly format to include a not-to-exceed figure. However, a cost for specific hourly charges over the base project by specific category should be listed. (0-15)

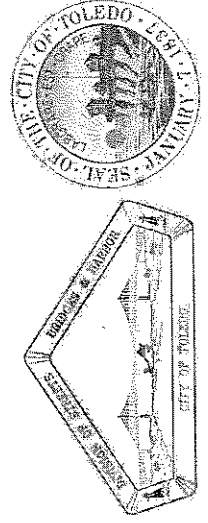
I. DBE Participation - a description of any joint ventures, partnerships or subcontracts with DBEs that are certified by the City's Office of Affirmative Action. The description should include the name of the company(s), the description of the work to be performed by the DBE and the amount and percentage of the contract that will be awarded to DBEs. (0-15)

J. Other divisional criteria (identified in the request for proposal) - any other pertinent information that the requesting division believes is important that is not included above should be included in this section. (0-5)

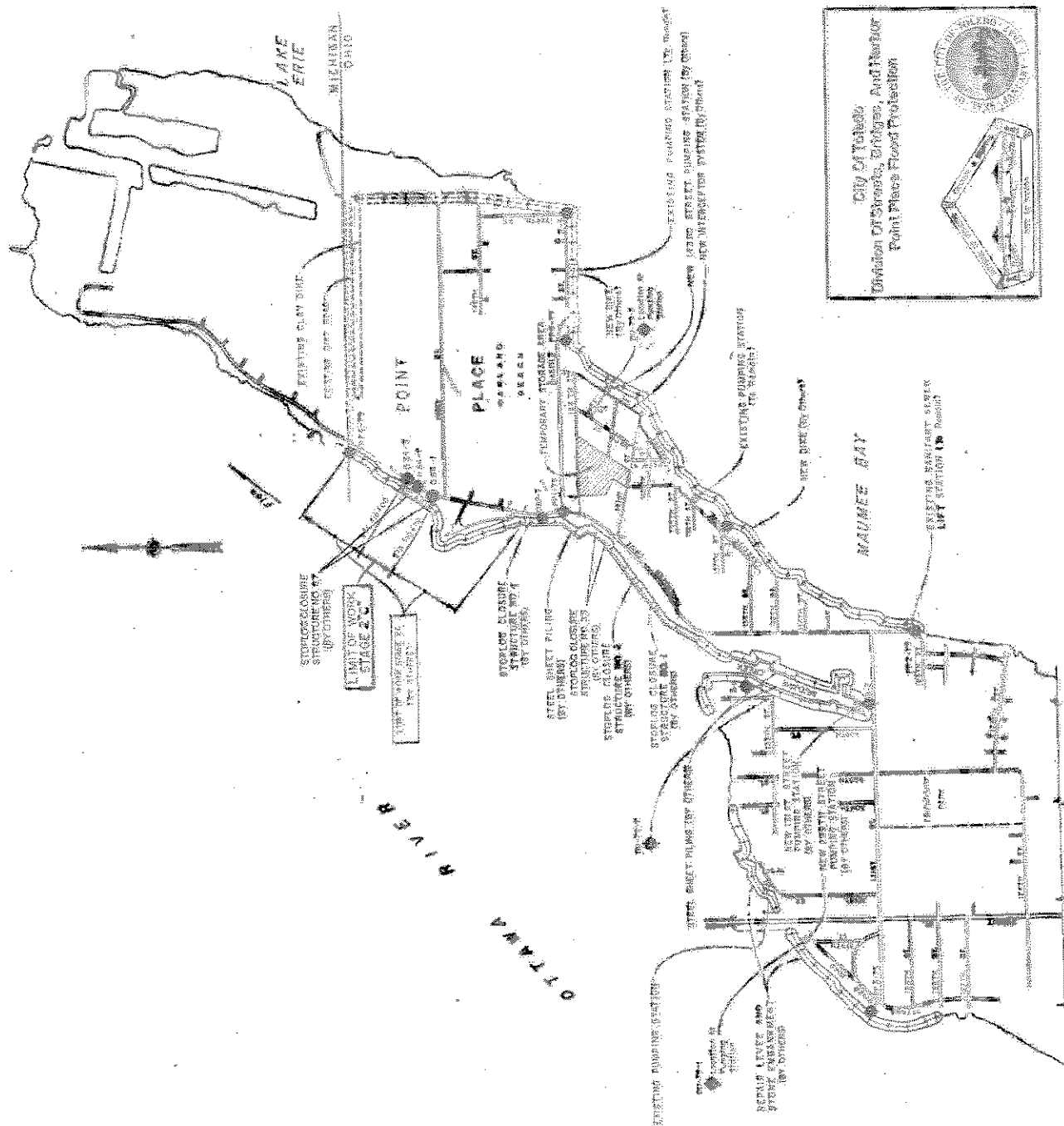
ENCLOSURE I



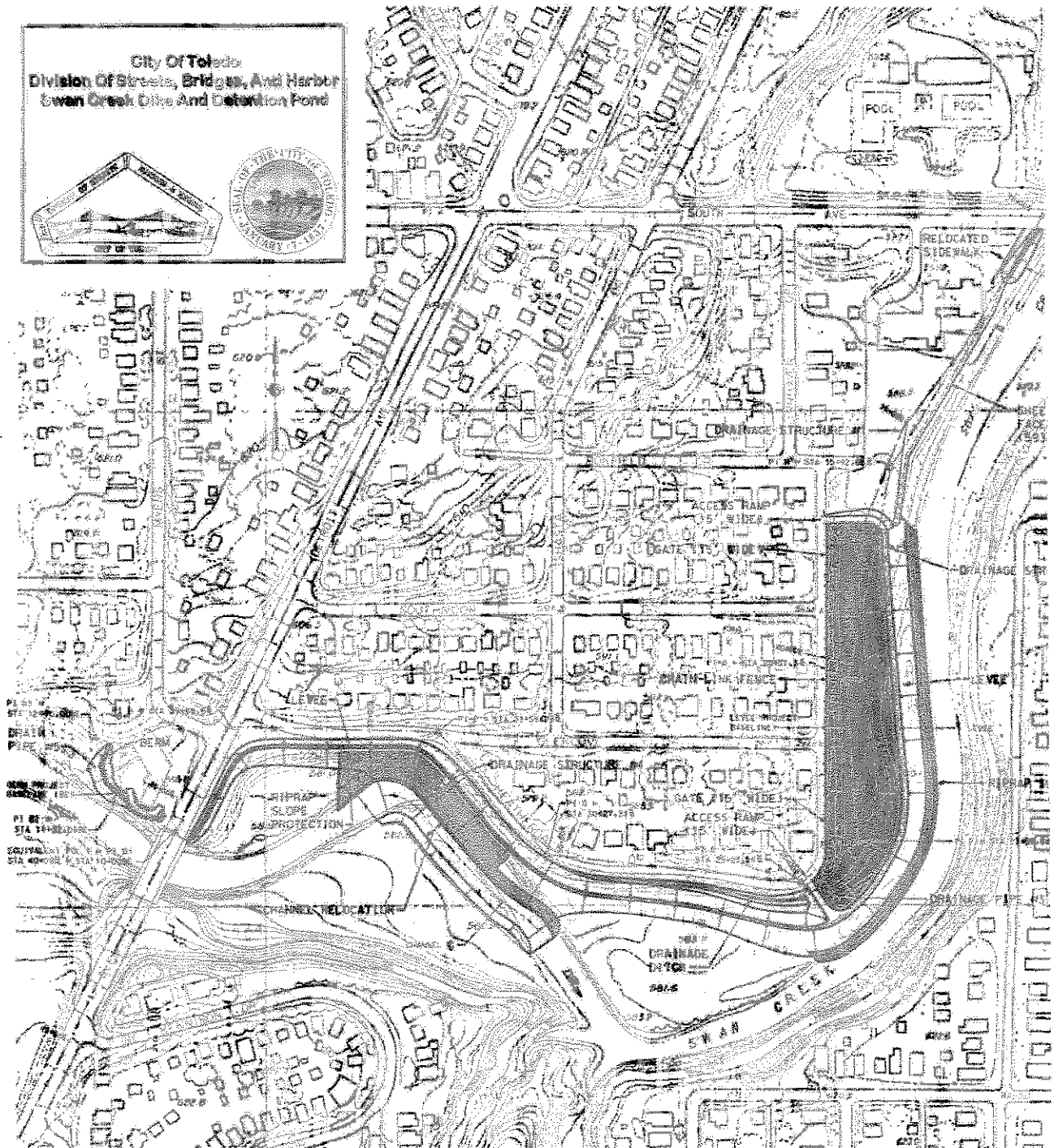
City Of Toledo
 Streets, Bridges, And Harbor
 Point Place And Swan Creek
 Flood Control DiKE



ENCLOSURE J



ENCLOSURE K



ENCLOSURE L

**PRELIMINARY ENGINEERING AND EVALUATION OF THE POINT PLACE AND SWAN
CREEK DIKES FOR USACE COMPLIANCE AND FEMA CERTIFICATION**

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Contact Person: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-Mail: _____

E.I. Number _____ (Presidential Executive Order No. 10936).

NOTICE
PROFESSIONAL SERVICES CONTRACTS

YOUR BID OR PROPOSAL SUBMITTED TO THE CITY OF TOLEDO MUST HAVE THE FOLLOWING **FORMS** COMPLETED AND ATTACHED AT THE TIME OF BID OPENING OR PROPOSAL SUBMISSION:

1. ACKNOWLEDGMENT AND ACCEPTANCE OF CONTRACT SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, AND BID SHEET, OR REQUESTS FOR PROPOSALS, INCLUDING ALL ADDENDA (if any)
2. TOLEDO MUNICIPAL INCOME TAX COMPLIANCE
3. CONTRACT AFFIDAVIT: Business Entity, Local Preference, Living Wage, Prevailing Wage Rate, Non-Collusion, Tax Compliance, Public Utility Compliance.
4. AFFIRMATIVE ACTION/CONTRACT COMPLIANCE CERTIFICATES (Good Faith Effort Guidelines & Statement, Primary Contractor, Subcontractor, Current Employment and EEO Compliance)
5. COURT-ORDERED CHILD SUPPORT COMPLIANCE AFFIDAVIT and CERTIFICATION OF SUBSTANTIAL COMPLIANCE WITH COURT-ORDERED OR AGENCY-ORDERED CHILD SUPPORT.
6. HOUSE BILL 694 AFFIDAVIT
7. BID GUARANTY (not applicable to Proposals)
8. RATING CRITERIA FORM (per TMC 187.24(c) (2))

FAILURE TO SUBMIT THESE FORMS COMPLETED COULD RESULT IN YOUR BID OR PROPOSAL BEING REJECTED.

THE FOLLOWING FORMS ARE REQUIRED IF YOU ARE RECOMMENDED TO BE AWARDED THE CONTRACT:

1. CERTIFICATES OF INSURANCE (per Insurance Requirements)
2. COMPLETE PROFESSIONAL SERVICES CONTRACT (as approved by City of Toledo and substantially in the form included in the bid packet, including, without limitation, all documents referenced in this Notice)
3. CURRENT WORKERS' COMPENSATION CERTIFICATE (per Insurance Requirements)

NOTE: These forms must be provided within seven (7) business days after City's Purchasing Division Commissioner advises you in writing (or email) of the recommendation for Bid or Proposal award.

ACKNOWLEDGMENT AND ACCEPTANCE OF
CONTRACT SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, AND BID SHEET
OR REQUEST FOR PROPOSALS,
INCLUDING ALL ADDENDA

The undersigned, duly authorized representative of the Contractor submitting the accompanying bid or proposal, hereby acknowledges receipt and acceptance of any and all contract specifications, instructions to bidders, bid sheets, or request for proposals, as the case may be, including all addenda (if any) thereto, issued by the City of Toledo that are the subject of the accompanying bid or proposal.

The undersigned agrees to clearly call-out in its bid or proposal any deviations from any portion of said contract specifications, instructions to bidders, bid sheets, or request for proposals, as the case may be, including all addenda.

[CONTRACTOR]

By: _____
Name: _____
Its: _____
Date: _____

TOLEDO MUNICIPAL INCOME TAX COMPLIANCE

List your ten-digit City of Toledo identification number(s). (Withholding) A/C _____

For Office Use Only:

Date A/C Established: _____

(Net Profit/Business) A/C _____

In Compliance _____

Not in Compliance _____

If you are not registered to pay Toledo Municipal Income Tax you must complete and sign the questionnaire shown below. This information is necessary to determine tax liability under the Toledo Income Tax Ordinance. Answer questions fully and return with your proposal. Failure to completely fill out this form may result in postponement or rejection of your bid. **Note: Failure to be in compliance with your taxes may result in postponement or rejection of your bid.**

1. Name of Owner (s) _____ Phone Number _____
 Social Security # _____
2. Name of Officer (if Corporation) or Designated Tax Matters Person _____
 2A. Social Security # of above person _____
3. Trade Name (if any) _____
4. Employer's Federal Identification Number _____
5. Proprietor's Home Address _____ Home Phone _____
6. Business Address _____
7. Toledo Address _____
8. Mailing Address (if different) _____
9. Starting Date of Toledo Activities _____
10. Type of Organization: Individual Proprietor _____ Partnership _____ Corporation _____
 Association _____ (if partnership, attach list giving names & addresses of partners)
11. Are there now or will there be employees subject to Toledo Income Tax? Yes, Payroll starting Date _____
 No _____
12. Accounting Period: Calendar Year _____ Fiscal Year Ending _____
13. Nature of Business _____
 Is local address the home office or a branch? _____
14. If no Toledo address, do you have net profits attributable to Toledo? Yes _____ No _____
 Date _____ SIGNATURE _____
 TITLE _____
15. If you operate more than one place of business, give trade name/location: _____

IF BUSINESS WAS OUTGROWTH OF ANOTHER, FILL IN BELOW

16. Name of Old Owner (s) _____
17. Trade Name (if any) _____
18. Mailing Address _____
19. Type of Organization: Individual Proprietor _____ Partnership _____ Corporation _____
 Association _____ (if partnership, attach list giving names & addresses of partners)
20. Nature of Change: Sale _____ Discontinuance _____ Change in Ownership _____ Other _____
21. Accounting Period: Calendar Year _____ Fiscal Year Ending _____
 Date _____ SIGNATURE _____
 TITLE _____

CONTRACT AFFIDAVIT

State of: _____

} ss:

County of: _____

The undersigned, _____ being first duly sworn, deposes and
(Authorized Officer)
says that he/she is the _____ of _____ ("Company")
(Owner, Partner, President, etc.) (Company Name)

being authorized by and being granted the authority on behalf of said Company to execute a valid, binding and legally enforceable contract with the City of Toledo and to induce the City of Toledo to enter into a contract with said Company hereby states and represents all of the following:

Business Entity

- (1.) Our Company is a (*check one*): (a) _____ sole proprietorship; (b) _____ partnership; (c) _____ limited partnership; (d) _____ corporation (for profit); (e) _____ corporation (not-for-profit); (f) _____ limited liability company; (g) _____ other, _____,
(specify)

organized under the laws of the State of _____
(specify)

Local Preference – (TMC 187.34)

- (2.) Our Company's principal place of business is:

(Street Address)

(City)

(State)

(Zip Code)

Our Company qualifies for a Local Preference because: (*initial all that apply*)

- (A.) _____ our principal place of business is located in Toledo;
(B.) _____ we have a non-Principal Place of Business located in Toledo having an address of: _____
(C.) _____ we are located Lucas County having an address of: _____
(D.) _____ we are in the Northwest Ohio County Area of Williams, Defiance, Fulton, Henry Wood, Ottawa, Sandusky, Seneca and Erie).

Living Wage – (TMC 187.36-.40)

(3.) *(Initial both paragraphs (a) and (b) or the exemption(s) set forth in paragraph (c):*

(a) _____ Any person who is an employee of our Company or any employee working for a subcontractor of our Company who is directly working under this contract with the City of Toledo will be paid a "living wage" of no less than \$11.21* per hour, or 110% of the updated federal poverty level for a family of four, whichever is greater; and

(b) _____ Our Company and/or any of our subcontractors will either 1) make available single coverage health benefits that do not cost the employee more than 15% of the employees' monthly wages, except to those employees within an established probationary period that does not exceed sixty work days, or 2) in lieu of making available single coverage health benefits, the employee will be paid a living wage of no less than \$13.25* or 130% of the updated federal poverty level for a family of four, whichever is greater;

or

(c) Our Company qualifies for one or more of the exemptions to the Living Wage requirements because: *(Initial all of the exemption(s) that qualify)*

- (1) _____ our Company employs fewer than 25 persons;
- (2) _____ our Company employs only seasonal employees, interns or volunteers;
- (3) _____ our Company is a nonprofit organization whose sole purpose is to provide cultural, social or educational services;
- (4) _____ our Company pays employees the prevailing wage rate, or a wage rate pursuant to the Davis-Bacon act;
- (5) _____ our Company, in connection with this contract, is a recipient of Community Development Block Grant funding;
- (6) _____ our Company is a financial assistance recipient of the City of Toledo with fewer than 50 employees;
- (7) _____ our Company is an organization whose primary mission is to provide job readiness and training services and whose sole purpose of requesting funding is to provide these services;
- (8) _____ our Company qualifies for the Mayor's exemption for economic and community development purposes.

Our Company further certifies that 1) there shall be no retaliation against any employee of our Company or our subcontractors who claim violation of the provisions of the Living Wage ordinance or reports or testifies regarding an alleged violation; 2) our Company will post a notice provided by the City of Toledo stating that the employees may be subject to this Living Wage ordinance, and 3) our Company will twice yearly give our employees a notice stating that the employee may be subject to the Living Wage ordinance and explaining the current living wage amount both with and without single medical coverage.

Our Company further certifies that if any change(s) occur that would either change an exemption or qualify the Company for an exemption, our Company will provide written notification of the change(s) immediately to the City of Toledo.

**These rates are subject to change annually per the federal poverty line adjustment*

**Prevailing Wage Rate – (TMC 187.12(b) and ORC 4115 or Toledo ORD #772-03
and US Code 29 CFR 5.5)**

(4.) That the minimum hourly wage rates paid by our Company and our subcontractors for skilled and common labor performed under this contract will be in accordance with the applicable provisions of TMC 187.12(b), Ohio Rev. Code 4115 and the Schedule of Prevailing Hourly Wage Rates ascertained and determined by the Department of Commerce, State of Ohio for the industry involved, for the Toledo area, in effect at the time of the contract bid advertising date, as same may be updated from time to time for the duration of the contract. Likewise, when applicable (ie federally funded projects) pursuant to Toledo Ordinance 772-03 and US Code 29 CFR 5.5, the Davis Bacon prevailing wage rate shall be paid by our company and our subcontractors. The undersigned Company acknowledges that Robert Mossing is the designated Prevailing Wage Coordinator for the City of Toledo in accordance with Ohio Rev. Code 4115.071.

Our Company further certifies that no rebates or deductions for any wages due any person have been directly or indirectly made other than those allowed by law.

Non-Collusion – (TMC 187)

(5.) Our Company further certifies that the price(s) and amount of our bid has been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder. Neither the price(s) or the amount of our bid, and neither the approximate price(s) nor approximate amount of our bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. Our bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive bid. This bid does not contain or constitute in whole or in part a pass-through. All subcontractors hereon will perform a bona fide commercially useful function. Our Company, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by local, state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Tax Compliance

(6.) Our Company and our subcontractors are current with all federal, state and municipal tax obligations including, but not limited to, income tax, sales tax and personal property tax obligations to the City of Toledo and Lucas County, Ohio. Further, our company and our subcontractors are not the subject of an "unresolved finding for recovery" issued by the Auditor of the State of Ohio pursuant to Ohio Revised Code 9.24.

Public Utility Compliance

(7.) Our Company is current with all obligations to the City of Toledo for public utility charges, including, without limitation, water, sewer, and storm water charges.

The undersigned hereby certifies they have read and understand the truth and completeness of the statements herein and understands and acknowledges these statements are for the express purpose of inducing the City of Toledo to enter into a contract with our Company and understands that anyone who furnishes false or misleading information or who omits material information hereon may be subject to criminal prosecution and/or civil liability.

Further Affiant sayeth not.

Affiant Signature

Affiant Printed Name

Sworn and subscribed before me this ____ day of _____, 200 ____.

(SEAL)

Notary Public

PROCEDURES AND GUIDELINES FOR MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION ON CITY FUNDED PROJECTS INCLUDING GOODS AND SERVICES

Ordinance No. 838-91 established Minority Business Enterprise (MBE) goals for all City of Toledo construction projects, HUD assisted construction projects, and suppliers of goods and services. The MBE goals are: 21% in HUD assisted construction projects, 15% in City construction projects, 10% in City-funded purchases of goods, materials, supplies and services. The ordinance requires that the Office of Affirmative Action and Contract Compliance establish procedures and guidelines for the implementation of this policy. All City of Toledo departments, divisions, boards, agencies and other entities that receive funds through the City of Toledo for purchase of construction, renovation projects, goods, materials, supplies, and services shall follow the procedures below.

A Good Faith Effort

A Good Faith Effort must be shown on each project or purchase regardless of the dollar amount, including price determinate, unit priced and/or State of Ohio schedule of pre-bid goods and services. Good Faith Effort to secure MBE participation shall be documented and shall include, but will not necessarily be limited to, the following actions:

1. Advertising and soliciting for bids through all reasonable and available means including, but not limited to, trade association publications, minority-focused media, attendance at pre-bid meetings, advertising and/or written notices, the interest of all certified MBEs who have the capability to perform the work of the contract concerning subcontracting opportunities. The bidder must solicit this interest within sufficient time to allow the MBEs to respond to the solicitation. The bidder must determine with certainty if the MBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Providing written notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. The notice shall be provided in sufficient time to allow the firms to participate effectively.
3. Following up the initial solicitations of interest by contacting MBEs to determine with certainty whether they are interested in the contract.
4. Selecting portions of the work of the contract to be performed by MBEs to increase the likelihood of meeting participation goals including, where appropriate, breaking down contracts into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
5. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
6. Negotiating in good faith with interested MBEs and not rejecting any such firms as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. It is the bidder's responsibility to make a portion of the work available to MBE subcontractors and suppliers and to select those portions of the work or material

needs consistent with the available MBE subcontractors and suppliers, so as to facilitate participation.

7. Maintaining evidence of such negotiations including the names, addresses, and telephone numbers of MBEs that were considered; documentation of dated written communication, fax confirmations, personal contacts, quotes provided by MBEs, a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for the firms to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs is not in itself sufficient reason for a bidder's failure to meet the participation goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from MBEs if the price difference is excessive or unreasonable.

8. Making efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance required by the prime bidder.
9. Effectively using the services of available minority community organizations, minority contractor groups, local, State and Federal minority business assistance offices, including the City's Office of Affirmative Action and Contract Compliance, and other organizations that provide assistance for and placement of MBEs
10. Securing an MBE replacement for each MBE firm that will not or cannot honor a commitment to perform subcontract work or supply materials. (Similar documented affirmative action shall be taken in securing MBE and replacements as are required initially).
11. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements.

Commercially Useful Function

MBEs utilized must be independent and continuing operations for profit, performing a commercially useful function. "Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor. A firm must be responsible for the execution of a distinct element of the work for which the business has the skill and expertise, with its own workforce, and the firm must carry out its responsibilities by actually performing, managing and supervising the work involved.

To perform a commercially useful function, the MBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing the material (where applicable) and paying for the material itself. A firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of MBE participation.

Collusion

The City will not accept collusion among the prime bidders, an MBE or any other individual, business or joint venture, or evidence of undue influence on an MBE to alter the committed quantities or its quotation.

Consideration of Other Bidders

In determining whether a bidder has made good faith efforts, the City may take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the goal, but other bidders meet it, the City may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Other Considerations

Actions taken by bidders, contractors, MBE subcontractors to fulfill the participation goal will not be deemed to have been taken in good faith if, given all relevant circumstances, the action could not reasonably be expected to produce a level of MBE participation. The action taken must be that which, given all relevant circumstances, a bidder actively and aggressively seeking, would make.

Reporting Forms

In reporting MBE participation on project bids, bidders and/or City departments and grant or loan recipients will utilize the forms below to demonstrate good faith effort.

- Each contractor will supply a list of all subcontractors when the bid is received. Any change in subcontractors after the project is awarded will be reported to the Office of Affirmative Action by the originating department and/or agency.
- All prime contractors who bid with MBE subcontractors will ensure that the below subcontractor form is completed and furnished at the time of the bid. Notice of any addition of an MBE subcontractor after the project has been awarded must be given to the Office of Affirmative Action and Contract Compliance on the appropriate MBE subcontractor form.
- The MBE Good Faith Statement must be included in all purchase orders, contracts and/or agreements executed by any department or agency.

**Construction, Renovation & Professional Services Projects
Prime Contractor or Subrecipient Certificate of Compliance
Minority Business Enterprise (MBE) – Good Faith Effort Statement**

Project Title & Contract No: (if known) _____

The City of Toledo has established the following goals for all contracts/agreements relating to the purchase of goods/services and construction and/or renovation projects.

<u>Type</u>	<u>Goal</u>
Construction including renovations	15%
Goods and Services	10%
HUD Funds	21%

_____ THE MBE GOAL HAS BEEN MET ON THIS PROJECT

Achievement of these goals is measured by the estimated percentage of money to be allocated to an MBE company certified by the City of Toledo.

If the **Prime Contractor or Subrecipient** cannot meet the goals established, it must demonstrate that a Good Faith Effort was undertaken. The following checklist is intended to function as a primer in making a good faith effort statement.

_____ There are no known MBE companies that perform this work or provide this product.

_____ Written or verbal specifications were provided to MBE companies requesting quotes.
(Please attach information to this sheet that includes name of MBE companies, date quote requested and rationale for rejection of quote)

MBE companies utilized must be independent and continuing operations for profit, performing a commercially useful function. "Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor. Failure to meet the MBE goals and Good Faith Effort standard will be considered in determining the successful bidder.

Company Name Contact Person (Print Name)

Company Address Contact Person (Signature)

Telephone No: & E-mail Date

Purchase of Goods
Certificate of Compliance by the City of Toledo Division
Minority Business Enterprise (MBE) – Good Faith Effort Statement

Project Title & Contract No: (if known) _____

The City of Toledo has established the following goals for all contracts/agreements relating to the purchase of goods/services and construction and/or renovation projects.

<u>Type</u>	<u>Goal</u>
Construction including renovations	15%
Goods and Services	10%
HUD Funds	21%

_____ THE MBE GOAL HAS BEEN MET ON THIS PROJECT

Achievement of these goals is measured by the estimated percentage of money to be allocated to an MBE company certified by the City of Toledo.

If the **Prime Contractor or Subrecipient** cannot meet the goals established, it must demonstrate that a Good Faith Effort was undertaken. The following checklist is intended to function as a primer in making a good faith effort statement.

_____ There are no known MBE companies that perform this work or provide this product.

_____ Written or verbal specifications were provided to MBE companies requesting quotes.
(You will be required to provide the name of MBE companies contacted, date quote requested and rationale for rejection of quote)

_____ This project could not be broken into smaller parts in order to provide opportunities for MBE inclusion.

MBE companies utilized must be independent and continuing operations for profit, performing a commercially useful function. "Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor. Failure to meet the MBE goals and Good Faith Effort standard will be considered in determining the successful bidder.

Division Name

Contact Person (Print Name)

Contact Person (Signature)

Date

Telephone No: & E-mail

Primary Contractor Certificate of Subcontractors

Company Name: _____ Project Name: _____ Fed. Id #/ EIN or SS# _____ Contract No. (if Known) _____
 Amount of Bid: _____

The Primary Contractor must list its subcontractors and sign this form. Any change in subcontractors must be reported in writing to the City of Toledo, Office of Affirmative Action/Contract Compliance (AA/CC) prior to the change. The Primary Contractor expressly acknowledges that the City of Toledo may select the successful bidder on this contract based in part upon representations relative to this Certificate. In the event that the subcontractor(s) does not perform the specified work, an event of default by the Contractor will occur under this contract and Toledo shall have the right to withhold payment from the Contractor of the projected amount until the work is performed by a listed and approved subcontractor(s). Failure to provide written notification of any change in subcontractors to the AA/CC could result in non-payment of services rendered.

List all Subcontractors and Suppliers of Goods and/or Services for the project.

Subcontractor Name And Contact Person Name	Address, Telephone No., Fax No., E-Mail	Service or Materials to be supplied	MBE Y/N	EIN No. Or Social Security No.

I certify I have read and understand the above-stated information and agree to comply:

Signature of Authorized Representative: _____ Date: _____

Print Name & Title: _____

Prime Contractor Name: _____

Full Address: _____

E-Mail: _____ Phone No: _____ FAX No: _____

Certificate of Current Employment and EEO Compliance

(All Bidders must complete Part I and Part II)

Part I

Job Category	Total Employees	White Female	Black Female	Black Male	Hispanic Female	Hispanic Male	Am. Indian or Alaskan Native Female	Am. Indian or Alaskan Native Male	Asian or Pacific Islander Male	Asian or Pacific Islander Female
Officials and Managers										
Professional										
Technicians										
Sales Workers										
Office/Clerical										
Skilled Craft Workers										
Semi-Skilled Workers										
Labor (Unskilled)										
Service Workers										
TOTALS										

Part II

We _____ suppliers of materials and/or services and construction contracts do hereby certify that we will comply with all applicable provisions, Executive Orders 11141, 11246, 11375, 11478, 11625, 11701, as implemented by the Code of Federal Regulations, Title 41, Chapter 60 and the City of Toledo Ordinance No. 527-73, and Sections 4112.02, 4112.07, & 153.59 of the Ohio Revised Code and other applicable laws or regulatory orders of the State of Ohio.

Section 1.4 – Equal Opportunity Clause, which clause is hereby incorporated and made a part of hereof.

Section 1.8 – Non-Segregated Facilities as follows:

- The supplier certifies to the City of Toledo that all facilities under his/her control and provided for his/her employees are provided in such a manner that segregation on the basis of race, creed, sex, age, national origin or disability does not exist and further that the supplier will not assign or permit his/her employees to be assigned to perform their services at any location under his/her control where facilities are segregated. The supplier may neither require nor permit segregation by habit, local custom or otherwise, whether in writing or orally declared in any facilities under his/her control.
- The supplier further agrees to furnish to the City of Toledo, if requested, copies of certifications to the provisions of these cited Rules and Regulations that he supplier has required of any and all of his/her vendors, suppliers, or building contractors as may apply for all materials, supplies, and/or services including inventory or construction pertinent to fulfillment of this contract, agreement or purchase order.

In addition, if the value of the contract, agreement and/or order exceeds \$50,000 and the supplier has more than 50 employees, the supplier:

- Agrees to file his/her Affirmative Action Program before accepting this order if not presently filed, complete an accurate report on Table I with its Contracting Compliance Agency.
- Affirms that he/she has developed and is maintaining current an Affirmative Action Program to identify, correct and improve any and all problem areas inherent in minority employment and evaluation of opportunities for utilization of women and minority group personnel; that such a program is established upon receipt of this contract, agreement and/or purchase order and that the program established will include each establishment under control of the supplier.

I certify I have read and understand the above-stated information and agree to comply:

Signature of Authorized Representative: _____
 Name and Title: _____
 Company Name: _____
 Date: _____



City of Toledo

CARLETON S. FINKBEINER
Mayor



John Sherburne, Director
Department of Finance

COURT-ORDERED CHILD SUPPORT COMPLIANCE

On August 20, 1999, the City of Toledo passed Administrative Policy and Procedure #53 which requires all contracts over \$10,000 to contain an affidavit from the vendor listing the name and address of any individual owner or shareholder with twenty-five (25) percent or greater vested interest in said company who is subject to a court-ordered child support decree.

For any individual identified as subject to a court-ordered decree, the vendor must submit a certification from the appropriate authority that said individual is in substantial compliance with any court-ordered child support. Substantial compliance means the individual is current regarding court-ordered child support obligations or has entered into an agreement within the past thirty (30) days with the appropriate authority to satisfy any delinquency and assure future payments.

Purchasing Section

City of Toledo, One Government Center, Suite 1970, Toledo, Ohio 43604
Telephone (419) 245-1155 * Fax (419) 245-1013

CITY OF TOLEDO)
) ss:
COUNTY OF LUCAS)

Notary Public

**CERTIFICATION OF SUBSTANTIAL COMPLIANCE
WITH COURT-ORDERED OR AGENCY-ORDERED CHILD SUPPORT
FOR CONTRACT BID PACKAGES WITH CITY OF TOLEDO, OHIO**

Instructions: This certification must be completed by the appropriate authority, (Lucas County Child Support Enforcement Agency, if court-ordered child support order issued from Lucas County Courts or other agency-ordered support order), and returned prior to commencement of contract bid package.

The undersigned duly authorized employee of the Lucas County Child Support Enforcement Agency hereby verifies that he/she has checked the records regarding _____
(name of candidate)
and have found the following:

- _____ (1) This individual is in substantial compliance with respect to his/her court-ordered or agency ordered child support order (Case No. _____ pursuant to the order of the _____ Court/Agency).
- _____ (2) There are no records pertaining to this individual; or
- _____ (3) This individual is in arrears and has made no arrangements to bring the arrearage current (statement of arrearage is attached). (Case No. _____ pursuant to the order of the _____ Court/Agency).

Signature of Employee
Lucas County Child Support Enforcement Agency

Date

RELEASE AND AUTHORIZATION

I hereby authorize the _____ Agency to release to the City of Toledo, Ohio, Division of Purchases and Supplies, any and all information they may have concerning child support payments for which I am responsible.

Signature



CITY OF TOLEDO DIVISION OF PURCHASING & SUPPLIES

The undersigned hereto ACKNOWLEDGES and DECLARES having read ORC §3517.13 in its entirety and specifically the provisions referenced herein and, furthermore, hereby CERTIFIES that all persons identified in ORC §3517.13(I)(3) and §3517.13(J)(3), as applicable, are in compliance with ORC §3517.13(I) or §3517.13(J), as applicable. Likewise the undersigned, as an individual and as an authorized representative of _____

(Name of Entity)

under oath to state the truth affirms the following statement with respect to Ohio Revised Code §3517.13, and also makes the following representation on behalf of himself or herself or of the business entity identified herein:

1. None of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Mayor of the City of Toledo or to his/her respective individual political campaign committee:

- a. myself (if applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. None of the following have **collectively** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is signed by the Mayor of the City of Toledo and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Mayor of the City of Toledo or to his/her respective individual political campaign committee:

- a. myself (if applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section;
- f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

BIDDER

Signature: _____ Business/Company Name: _____

Name: _____ Address: _____

Title: _____

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

Notary Public _____

My Commission Expires: _____

**PROFESSIONAL SERVICES RATING CRITERIA FORM
PER TMC 187.24**

Pursuant to TMC 187.24 a Professional Services Proponent shall address the following criteria. Each section of criteria should be listed and addressed separately.

Proposal For:

Firms/Provider's Name:

Address:

TMC 187.24 Code Section	Project Name:	Provider's Name & City, State Location
(2) A	<u>Provider's Experience & Background Related Project Experience</u> Describe the background and experience of the provider of professional services. Include the provider history and previous experience with similar work. Describe facilities, equipment and personnel at the office that will do the work on this project.	
(2) B	<u>Staff Accessibility & Work Preformed</u> Provide the name and address of the provider's primary office and the local office (if any). Discuss staff accessibility for this project including the amount of work to be preformed within the City of Toledo.	

	Proposal for:	Provider:
(2) C	<u>Government Standards</u> Describe the familiarity of the provider with all government standards and requirements.	
(2) D	<u>Current Workload</u> Describe current workload; include a list of major projects as a prime or subcontractor.	

	Proposal for:	Provider:
(2) E	<u>Past Performance</u> List the last 10 completed projects of similar nature. Describe your timeliness, savings, benefits that were provided to your client.	

(2) F	<u>Project Understanding</u> Describe your understanding of the project.	
	Contract for:	Provider:
(2) G	<u>Project Schedule & Staffing</u> Describe your schedule and staffing for this project.	
(2) H	<u>Fee Schedule</u> Describe your fees including the cost for specific hourly charges over the base project by specific category if any.	

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	Contract for:	Provider:
(2) I	<u>DBE/MBE Good Faith Effort</u> Describe the providers efforts include Disadvantaged Business Enterprise (DBE) subcontractors and efforts to meet the City of Toledo's MBE goals of 10% or higher (See also AA Policy 13 in the specifications).	

(2) J	<u>Other Criteria</u> Describe how you satisfy other criteria requested in the RFP.	

CONTRACT FOR PROFESSIONAL SERVICES FOR

[project]

between
CITY OF TOLEDO
and

THIS CONTRACT is made by and between the City of Toledo, an Ohio charter municipality ("Toledo"), and [state of jurisdiction] _____, [type of business entity] _____, with a principal mailing address of _____ ("Consultant" or "Contractor"), each duly authorized.

WHEREAS, Toledo is in need of professional services, to _____
_____ (the "Work"); and

WHEREAS, the Toledo Department of _____ ("Department") requested proposals from consultants to perform the Work; and

WHEREAS, after evaluation of the submitted proposals, the Department has selected Consultant to perform the Work;

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed, it is agreed by the parties as follows:

SECTION 1 SCOPE OF WORK

Consultant agrees to undertake, perform, and complete the services in accordance with the terms and conditions of this Contract, as supplemented by the following, which are attached hereto and made a part hereof or incorporated by reference as if fully written out or attached to this Contract:

Purchase Order
Notice - Professional Services Contracts
Contractor's Bid/ Quote/ Proposal
Scope of Work (attached as Exhibit A).

Consultant and its employees shall be consultants and advisors to Toledo, as independent contractors, and shall not be deemed to be employees, agents or representatives of Toledo.

SECTION 2 TIME OF PERFORMANCE

Consultant shall commence performance of the Work under this Contract upon receipt of an executed copy of this Contract and shall complete its Work within the time specified by the Department in its request for proposals or, if no time is specified, within a reasonable period of time.

SECTION 3 RESPONSIBILITIES OF THE CONSULTANT

A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by Consultant under this Contract. Consultant

shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the services it performs.

B. Consultant shall perform such professional services as may be necessary to accomplish the Work required to be performed under this Contract, in accordance with this Contract and any applicable federal, state or local regulations now or hereinafter in effect.

C. Toledo's approval of the services or materials furnished under this Contract shall not in any way relieve Consultant of responsibility for the professional adequacy of its Work. Toledo's review, approval, acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

D. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to Toledo caused by Consultant's negligent performance of any of the services furnished under this Contract, except for errors, omissions or other deficiencies to the extent attributable to Toledo, Toledo-furnished data or any third party. Consultant shall not be responsible for any time delays in the project caused by circumstances beyond Consultant's control.

SECTION 4 COMPENSATION

A. Toledo shall pay Consultant for the services rendered under this Contract in accordance with the price listed in Exhibit A.

B. Consultant may request monthly progress payments and Toledo shall make them as soon as practicable upon submission of statements requesting payment by Consultant to Toledo. No payment request shall exceed the estimated amount and value of the Work under this Contract. Consultant shall prepare the estimates of Work performed and shall supplement them with such supporting data as Toledo may require.

SECTION 5 CHANGES

Toledo may, by written order, make changes adding to or decreasing the Scope of Work to be performed under this Contract. If such changes cause an increase or decrease in the cost of or the time required for the performance of any services under this Contract, whether or not changed by any order, an equitable adjustment shall be made, and this Contract shall be modified accordingly. Toledo may suspend any or all services covered in this Contract at any time upon written notice in which event Toledo shall pay Consultant upon submission of invoices for all services rendered and expenses incurred to the effective date of such suspension.

SECTION 6 TERMINATION

A. Either party may terminate this Contract, in whole or part, in writing, if the other party substantially fails to fulfill its obligations under this Contract through no fault of the terminating party. However, no such termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

B. Toledo may terminate this Contract, in whole or part, in writing, for its convenience, if Consultant is given: (1) not less than ten (10) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.

C. If Toledo terminates for default, an equitable adjustment in the price provided for in this Contract shall be made, but: (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to Consultant at the time of termination may be adjusted to the extent of any additional costs Toledo incurs because of Consultant's default. If Consultant terminates for default or if Toledo terminates for convenience, the equitable adjustment shall provide for payment to Consultant of reasonable expenses incurred before the termination, in addition to termination settlement costs Consultant reasonably incurs relating to commitments which had become firm before the termination.

D. Upon receipt of a termination action under paragraphs A or B of this section, Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to Toledo all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as Consultant may have accumulated in performing this Contract, whether completed or in process.

E. Upon termination under paragraphs A or B of this section, Toledo may take over the Work and prosecute the same to completion by agreement with another party or otherwise. Any Work Toledo takes over for completion will be completed at Toledo's risk, and Toledo will hold harmless Consultant from all claims and damages arising out of improper use of Consultant's Work.

F. If, after termination for failure of Consultant to fulfill contractual obligations, it is determined that Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of Toledo. In such event, adjustment of the price provided for in this Contract shall be made as provided in subsection C.

SECTION 7 AUDIT AND EXAMINATION OF ACCOUNTS

Consultant shall maintain books, records, documents and other evidence directly pertinent to performance on Work under this Contract in accordance with generally accepted accounting principles. Toledo shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying.

SECTION 8 ASSIGNMENT; COMPLIANCE WITH LAW

Neither party may assign or transfer rights and obligations under this Contract without the written consent of the other party. Each party agrees that it will perform its obligations in accordance with all applicable laws, rules and regulations now or hereinafter in effect.

SECTION 9 EQUAL EMPLOYMENT OPPORTUNITY

Consultant agrees that it will not discriminate against any customer, employee or applicant for employment because of race, religion, color, sex, age, national origin or disability.

SECTION 10 INDEMNIFICATION

A. Consultant, for itself and its related entities, agents, employees, subcontractors and the agents and employees of said subcontractors, agrees to and shall indemnify, hold harmless and defend Toledo, its successors, assigns, officers, employees, agents and appointed and elected officials, for any claim, cost, loss, damage or obligation whatsoever in nature (including reasonable attorneys fees and expenses) arising out of or through in any way from Consultant's breach of any of the conditions of this

Contract ; excluding, however, claims arising from Toledo's negligence, omission or willful misconduct and for which immunity is not provided by the Ohio Revised Code for such negligence, omission, or willful misconduct. This exception shall not extend to acts, omissions, or intentional torts occurring as a result of or in response to an emergency. The indemnification obligation shall not be limited in any way by the insurance requirements but shall be in addition to those requirements.

B. In any and all claims against Toledo, its officers, officials, agents or employees by any employee of the Consultant, any subconsultant, agent, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Consultant hereby expressly waives the immunity provided to Consultant by Article II, Section 35 of the Ohio Constitution and Ohio Revised Code Sections 4123.74 and 4123.741, so that this indemnification obligation may be enforced by Toledo against Consultant in those instances.

C. If the Consultant subcontracts any part of the Work required under this Contract, subject to Toledo written approval of each such subcontract(s), it shall require its subconsultant to indemnify Toledo in accordance with this section. Contractor shall provide Toledo in writing information about each subcontractor as Toledo shall request from time to time.

SECTION 11 REMEDIES

All claims, counterclaims, disputes and other matters in question between Toledo and the Consultant arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Lucas County, Ohio. This Contract shall be deemed to be executed in the City of Toledo, Lucas County, State of Ohio and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Ohio, as applicable to contracts entered into and to be performed entirely within Ohio. Any litigation arising between Toledo and Contractor arising under or regarding this Contract shall occur, if in the state courts, in the Lucas County court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Northern District of Ohio, Western Division.

SECTION 12 ENTIRE AGREEMENT

This Contract, including any subsequent amendments, contains all representations and the entire understanding of the agreement between the parties. No changes to this Contract shall be valid unless made by a written amendment executed and approved by the parties. Time is of the essence of this Contract. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

SECTION 13 CONFLICTS

In the event of a conflict between the terms and conditions in the foregoing sections of this Contract and the terms and conditions in any of the Contractor's Bid/Quote/Proposal or other Contractor documents attached or incorporated by reference to this Contract, the foregoing terms and conditions shall control unless Toledo specifically waives such terms and conditions in writing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Toledo and the Consultant have caused this Contract to be executed as of the date of the Mayor's signature listed below.

CONSULTANT

By: _____

Title: _____

CITY OF TOLEDO

Date: _____

Mayor

APPROVED AS TO FORM:

Department of Law

APPROVED AS TO CONTENT:

Director of _____

EXHIBIT A
SCOPE OF WORK