

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 22, 2010

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 10-349

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 18, 2010:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 18, 2010; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 10-350

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0319 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0319:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0319, Procurement Card Payments in batch number PCAPR0319 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO Increase</b>			
Darryl Hill	Train Stipend	22311614-5348	\$ 4,500.00

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-351

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0319GC:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0319GC:

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Nay

RESOLUTION NO. 10-352

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

The Economic Development Department is requesting that Dottie Brown attend a FY2010 Community Development Program Training in Reynoldsburg, Ohio April 14, 2010; at no cost.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-353

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**IN THE MATTER OF ACKNOWLEDGING AND ACCEPTING AN AMENDMENT TO THE PETITION FOR THE HARDIN #267 WATERSHED AREA DITCH PETITION FILED BY CATHY EGGLESTON AND OTHERS:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, on January 28, 2010, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Cathy Eggleston and Others, commencing in Delaware County, Liberty Township within the Hardin #267 watershed and generally following, but not limited to the course and termini of the existing improvement; and

WHEREAS, a typographical error in part of the petition refers to the "Harding" #267 Watershed instead of the Hardin #267 watershed; and

WHEREAS, there is no Harding #267 watershed; and

WHEREAS, the correct title is the Hardin #267 watershed; and

WHEREAS, the official actions of the Board of Commissioners regarding this petition have referred to the watershed with the correct title of The Hardin #267 watershed; and

WHEREAS, an amendment to correct the typographical error has been filed with the Board of Commissioners; and

WHEREAS, the amendment serves only as clarification of the original petition; and

WHEREAS, The County Administrator recommends this measure for adoption by the Board;

THEREFORE, BE IT RESOLVED, that The Board Of Commissioners Of Delaware County acknowledges and accepts the amendment to the petition for The Hardin #267 Watershed Area Ditch Petition filed by Cathy Eggleston.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 10-354**

**IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF FEBRUARY 2010:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to accept the Treasurer's Report for the month of February 2010.

Whereas, The County Administrator recommends this measure for adoption by the Board,

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-355**

**IN THE MATTER OF AUTHORIZING AN IFAS WORKFLOW APPROVAL FORM FOR PURCHASE ORDERS FOR ECONOMIC DEVELOPMENT FUNDS:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the following are the fund numbers for economic development #201, #230, #231 and #408; and

Whereas, there is an IFAS workflow approval form, for the Board of County Commissioner to sign.

Therefore Be It Resolve, that the Board of Commissioners approve the IFAS workflow approval form for purchase order request, for economic development funds #201, #230, #231 and #408.

Resolution effective upon passage.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Nay

**RESOLUTION NO. 10-356**

**IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH DOUBLE Z CONSTRUCTION FOR THE LIBERTY ROAD REALIGNMENT PROJECT:**

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It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

**DEL-CR 09-03.42  
Liberty Road Realignment Project  
Bid Opening of March 9, 2010**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Double Z Construction of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information, and

Whereas, also available are two copies of the Contract with Double Z for your approval. The Engineer has received all required documentation (Certification/Affidavit in Compliance with ORC Section 3517.13, Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization Form) for the approval of this contract.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners award the bid and approve the following contract:

**CONTRACT**

THIS AGREEMENT is made this 22<sup>nd</sup> day of March, 2010 by and between Double Z Construction Company, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Double Z Construction Company  
2550 Harrison Road  
Columbus, Ohio 43204

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the "Del – CR 09-03.42 Liberty Road Realignment Project", and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Three Million One Hundred Thirty-Five Thousand Six Hundred Twenty-Eight Dollars and Ninety Cents (**\$ 3,135,628.90**), subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements
- i. This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 10-357**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND BID OPENING DATE FOR LIQUID ASPHALT, HOT MIX AND TWO MEN AND A PAVER:**

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It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the County Engineer recommends the following bid specifications and bid opening date for Liquid Asphalt, Hot Mix And Two Men And A Paver:

Sealed bids will be accepted for Liquid Asphalt based upon unit price bids per gallon of each material and Items 301, 402 and 404 Asphalt Hot Mix materials based upon unit price per ton of material. All material items shall meet the Ohio Department of Transportation Material Specifications for 1997 and 2002 specs as directed. Bids will also be accepted for Two Men and a Paver, price per ton laid. Copies of General Specifications may be obtained at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Bids for Liquid Asphalt shall be delivered price to job site at any location within Delaware County. Free unloading time and demurrage shall also be noted. Bids for Hot Mix Materials shall be FOB plant price. Said materials to be used by the Delaware County Engineer through April 30, 2011.

Prices on all materials shall also be extended to the 18 Townships within Delaware County.

Bids will be received by the Delaware County Commissioners, **at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 until 10:00 a.m. April 19, 2010**, at which time said bids will be opened. Bids will be awarded at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

Bids shall be submitted in a sealed envelope and marked **SEALED BID FOR LIQUID ASPHALT, HOT MIX AND TWO MEN AND A PAVER**.

This Invitation to Bid is hereby made a part of the specifications. The Delaware County Commissioners reserve the right to reject any and/or all bids.

DELAWARE COUNTY ENGINEER  
LIQUID ASPHALT AND HOT MIX SPECIFICATIONS

All Liquid Asphalt Materials bid and supplied shall meet the Ohio Department of Transportation minimum specifications. Periodic samples shall be taken and tested to assure complete compliance.

All Asphalt Hot mix Materials herein specified shall be plant mixed material, all in accordance with the Ohio Department of Transportation Materials Specifications. All mixes shall be standard mixes unless otherwise requested.

All prices shall be FOB plant for Asphalt Hot Mix Materials. All prices shall be based upon unit price bid per ton of material and the County reserves the right to make a non-exclusive award.

Liquid Asphalt prices shall be based upon a unit price bid per gallon of material, FOB job site, Delaware County, Ohio. All Liquid Asphalt to be delivered by Insulated Transport Trucks (5000 gallon minimum) to any designated spot in Delaware County, Ohio at application temperature during 2010.

Transports to arrive at times designated by the County Engineer. Failure to provide proper delivery shall be cause to change to the next lower bidder. Said change would be by Resolution of the County Commissioners with a certified copy to the supplier.

State free unloading time and demurrage rates. Unloading time to start at unloading point.

The County operates with a portable 7000 gallon storage tank located by the County at the delivery point. When the County is operating at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000 gallon load may be made at any time prior to 7:00 a.m. and placed in the temporary storage tank. Delivery of the second 7000 gallon load would occur at approximately 11:00 a.m. unless canceled due to weather conditions. Wet weather cancellations may occur at any time. It shall be the policy of Delaware County to not pay any loading, unloading or travel time due to wet weather cancellations. However, all reasonable efforts shall be made by the County to cancel orders in a timely manner.

Two Men and a Paver - price per ton laid – this item shall consist of furnishing an asphalt paving machine, an operator for this machine and a screed man/raker. The asphalt paving machine shall meet the requirements of the Ohio Department of Transportation Item 401.10. Measurement for payment will be for tons (English) complete, laid and accepted in place.

**Now Therefore Be It Resolved**, that the Delaware County Board of Commissioners approves the bid specifications and bid opening date of 10:00a.m. April 19, 2010, for LIQUID ASPHALT, HOT MIX AND TWO MEN AND A PAVER.

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Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-358**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE TRIDENT GROUP LLC. FOR SECURITY SERVICES:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Commissioners and The Trident Group LLC. For Security Services;

Whereas, The County Administrator recommends this measure for adoption by the Board,

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and The Trident Group LLC. For Security Services.

**Delaware County Board of Commissioners  
Contract**

**This Contract made by and between:  
The Trident Group, LLC  
9777 Fairway Drive  
Powell, OH 43065**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1 The Contractor shall provide the services as described in the invitation to bid (ITB), which is attached hereto as Exhibit "A", and as necessary to produce the results intended by the Bid Documents for:

ITB #09-06 Security Services  
For Delaware County, Ohio  
All Locations

**ARTICLE 2**

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the bid documents, an estimated annual value of Two Fifteen Thousand dollars (\$215,000.00 ), based upon the unit pricing set forth in the proposal, submitted by the Contractor and opened on December 14, 2009.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as services are provided and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

**ARTICLE 3**

3.1 The original term of this contract shall be for Two (2) years, beginning April 1, 2010, and ending March 31, 2012.

3.2 This contract may be renewed at the end of the original period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of good and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

**ARTICLE 4**

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part

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hereof. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.

4.5 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the

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individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-359**

**IN THE MATTER OF APPROVING CHANGE ORDER # 01-003 AND #01-004 WITH ELFORD INC. FOR BID PACKAGE 1 – GENERAL TRADES FOR THE SUITE IMPROVEMENTS: RUTHERFORD B. HAYES BUILDING, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve change order #01-003 and #01-004 for Bid Package 1 – General Trades:

Whereas, the Facilities Supervisor recommends approval of change order #01-003 and #01-004 for Bid Package 1 – General Trades for The Suite Improvements: Rutherford B. Hayes Building, Delaware County, Ohio

Whereas, The County Administrator recommends this measure for adoption by the Board,

**Elford, Inc.**

Original Contract	\$	723,032.00
Amount previously approved	\$	4,327.00
Change Order 003 – Window Sills	\$	5,162.00
Change Order 004 – Bulletproofing	\$	7,942.00
<b>Revised Contract Amount</b>	<b>\$</b>	<b>740,463.00</b>

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve change order #01-003 and #01-004 for Bid Package 1 – General Trades for The Suite Improvements: Rutherford B. Hayes Building, Delaware County, Ohio.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 10-360**

**IN THE MATTER OF AWARDING THE BID FOR THE CONSTRUCTION OF THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:**

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It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, sealed bids for the construction of the Cheshire Elementary School Sanitary Sewer Improvements project (Bid # DCES 10-01) were received by the County of Delaware, Ohio at the Regional Sewer District office at 2:00 PM local time on March 12, 2010; and

Whereas, six (6) bids were received from separate bidders; and

Whereas, the Sewer District has evaluated the bid packages for the lowest and best bids; and

Whereas, the Sewer District recommends awarding the bid to Fabrizi Trucking and Paving Company, Inc., as the submitters of the lowest and best bid.

Whereas, The County Administrator recommends this measure for adoption by the Board,

Therefore be it resolved that the Board of County Commissioners award the bid for the construction of the Cheshire Elementary School Sanitary Sewer Improvements project to Fabrizi Trucking and Paving Company, Inc. as the lowest and best bid for the project.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-361**

**IN THE MATTER OF PRE-QUALIFYING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING AND SURVEYING SERVICES TO THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, the Regional Sewer District issued a public notice requesting Statements of Qualifications for professional engineering and surveying services, which were received on January 8, 2010; and

WHEREAS, Statements of Qualifications were received from a total of twenty nine (29) firms; and

WHEREAS, the professional staff of the Regional Sewer District has evaluated the submitted Statements of Qualifications in accordance with Delaware County Regional Sewer District Qualifications Based Selection Procedure for Engineering and Surveying Services; and

WHEREAS, the Regional Sewer District recommends the top five (5) ranked firms in each of the following categories to provide professional engineering and surveying services for calendar years 2010 and 2011; and

Whereas, The County Administrator recommends this measure for adoption by the Board,

THEREFORE BE IT RESOLVED that the Interim Sanitary Engineer shall contact the following firms and notify them that they are pre-qualified to provide professional engineering or surveying services to the Delaware County Regional Sewer District for calendar years 2010 and 2011.

**TYPE 1 – CIVIL**

1. Ribway Engineering Group, Inc.
2. Jones & Henry Engineers, Ltd.
3. Floyd Browne Group
4. EMH&T
5. Woolpert

**TYPE 1 – ELECTRICAL**

1. Hull & Associates, Inc.
2. Ribway Engineering Group, Inc.
3. Brown and Caldwell
4. Floyd Browne Group
5. Jones & Henry Engineers, Ltd.

**TYPE 1 – GEOTECHNICAL**

1. Terracon Consultants, Inc.
2. BBC&M Engineering, Inc.
3. CTL Engineering, Inc.
4. Resource International, Inc.
5. EDB International, Inc.

**TYPE 1 – SURVEYING**

1. Floyd Browne Group



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2. Woolpert
3. EMH&T
4. Jobs Henderson & Associates
5. Stantec Consulting Services, Inc.

**TYPE 2**

1. Malcolm Pirnie, Inc.
2. Ribway Engineering Group, Inc.
3. Camp Dresser and McKee, Inc. (CDM)
4. EMH&T
5. Jones & Henry Engineers, Ltd.

Vote on Motion Mr. O'Brien Abstain Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 10-362**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN MICHAEL BRADLEY APPARATUS, LLC AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE REPAIR AND UPGRADE OF ABS SUBMERSIBLE MIXERS FOR THE DELAWARE COUNTY DIVISION OF ENVIRONMENTAL SERVICES:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, sealed bids for Repair and Upgrade of Flygt and ABS Submersible Mixers (Bid # DCRSD 09-03) were received by the County of Delaware, Ohio at the Division of Environmental Services at 3:00 PM local time December 10, 2009; and

Whereas, Michael Bradley Apparatus, LLC has been identified as the lowest and best bid for bid items 22-33 (ABS mixers); and

Whereas, the Division has evaluated the bid package and has determined that it conforms to the specifications; and

Whereas, the Division recommends executing the agreement with Michael Bradley Apparatus, LLC for bid items 22-33 (ABS mixers).

Whereas, The County Administrator recommends this measure for adoption by the Board,

Therefore be it resolved that the Board of County Commissioners approve the agreement with Michael Bradley Apparatus, LLC for bid items 22-33 to Repair and Upgrade ABS Submersible Mixers.

**SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into at Delaware, Ohio, on the date(s) set forth at the end hereof, by and between the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the "Board," and **Michael Bradley Apparatus, LLC** of Marietta, Ohio hereinafter referred to as the "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**WITNESSETH:**

WHEREAS, the Board is desirous of securing the Work referred to in the Invitation to Bid, attached as Exhibit "A", and as specified herein, and

WHEREAS, the Contractor is qualified, experienced and willing to perform Work as described herein, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the Board and the Contractor mutually desire to perform the obligation embodied in Exhibit "A" and as set forth herein.

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 specified in Exhibit "A" and as follows:

**ARTICLE ONE: THE WORK**

The Contractor agrees to perform the services and furnish all labor, equipment, materials and supplies for DCRSD 09-03 Bid Items 22 thru 33 as delineated in the Exhibit "A" which is made a part hereof as if fully rewritten herein. The term "Work" as used herein means the performance of all services and the provision of all labor, materials, equipment or supplies as required in Exhibit "A" - Bid Items 22 thru 33 of DCRSD 09-03" attached hereto. The Work is generally described as repair and upgrade of Flygt and ABS submersible mixers in which the County cannot perform because of the lack of labor or applicable equipment and or materials. The

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Contractor shall conduct the Work in accordance with this agreement and Exhibit "A," which is made a part hereof as if fully rewritten herein. The Contractor acknowledges that his company is competent in the execution of the Work as contemplated herein.

**ARTICLE TWO: SCHEDULE OF PAYMENTS**

The Board and Contractor agree that labor and equipment rates detailed in the contractors bid documents, Exhibit "B", will be used to invoice the County for all work performed through this agreement. All work shall be billed using the actual time and materials accrued as the basis of payment. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not equal or exceed \$137,163.00 in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

**ARTICLE THREE: STANDARD OF PERFORMANCE**

The Contractor agrees to comply with all laws, ordinances and regulations of the County, Township, City or State of Ohio that may be applicable to its operation hereunder. Operation shall be rendered in a clean, sanitary, neat, courteous and efficient manner and Contractor will instruct its employees accordingly. In the event Contractor is found to be in violation of laws, regulations, permits or license applicable to said operation as adopted by any legal body (county, township, state) or as may be ruled by a court of competent jurisdiction and said violations are not corrected in seven days, unless the time for correction is extended in writing by the County for reasonable cause the County shall have the right to void this Agreement upon written notice to the Contractor to this effect without penalty to the County or appeal by the Contractor. Contractor shall perform all work and disposal of all debris and or waste according to accepted modern standards, including any applicable government rules, regulations or license requirements under the supervision of an experienced person to be named by the contractor. If available, the County may provide a disposal site/location for debris and or waste that is collected from County facilities.

**ARTICLE FOUR: CONFLICT OF INTEREST**

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

**ARTICLE FIVE: ASSIGNMENTS**

The parties expressly agree that this Agreement shall not be assigned by the Contractor without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

**ARTICLE SIX: GOVERNING LAW**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio. Any and all legal disputes shall be filed in and heard before the Courts of Delaware County, Ohio.

**ARTICLE SEVEN: 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, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

**ARTICLE EIGHT: SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or

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unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**ARTICLE NINE: TERMINATION**

The Board may terminate this Agreement in the event that the Board is of the opinion that the Contractor is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Contractor at least seven (7) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The Board, in its sole discretion, may allow the Contractor to cure the reason for the termination provided the cure of the reason is accomplished within seven (7) days of the date of the forwarding of the termination notice. The parties further agree that should the Contractor become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Contractor has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the Board, and further the Board shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended by the Board. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor; and the Board may withhold any compensation to the Contractor for the purpose of set-off until such time as the amount of damages due the Board from the Contractor is agreed upon or otherwise determined.

**ARTICLE TEN: COMPLIANCE**

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

**ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE**

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Contractor shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, clean up and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Agreement. Contractor shall be respectful of the County's customers and the general public. The Contractor understands that some requested activities and their related consequences (e.g. sewer cleaning with high pressure jetting, by pass pumping, etc.) require public notification even under emergency conditions. Therefore the Contractor shall cooperate with the County to insure the public notice has been provided to the potential affected households and or public. The Contractor shall not permit employment of persons not skilled in tasks assigned to them. The Contractor shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

**ARTICLE TWELVE: DAMAGE AND LOSS**

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to County property caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article except damage or loss attributable to acts or omissions of the Board or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall notify the Board as soon as possible when such emergency arises. In the event that the Contractor causes a Sanitary Sewer Overflow (SSO) and or unregulated discharge because of the Contractor's negligence, neglect and errors, etc. the Contractor will be solely responsible for all mitigation required by controlling regulatory agencies related to this occurrence.

**ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the Board and the Contractor shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the Board.

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**ARTICLE FOURTEEN: NON-DISCRIMINATION**

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Contractor will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, 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 Contractor, or any person claiming through the Contractor, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Contractor.

**ARTICLE FIFTEEN: INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify and hold free and harmless the Board, and all other elected officials of Delaware County, Ohio, and shall protect, defend, indemnify and hold free and harmless any officers, employees, successors, administrators assigns or agents of same from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the Contractor, its officers, employees, consultants, agents, subcontractors of any tier, successors, assigns or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expenses are caused in part by any party indemnified hereunder. The Contractor agrees to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the Board while the Board defends or pursues any action, cause of action, or claim which arises out the aforementioned acts or omissions. Such obligations 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 Article.

In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE SIXTEEN: RELATIONSHIP**

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor 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.

**ARTICLE SEVENTEEN: DISCLOSURE**

The Contractor hereby covenants that it has complied with the Board's disclosure policy which requires anyone contracting with the Board to disclose to the Board any business relationship or financial interest that said Contractor has with an employee of the Board or of any other board, agency, elected official or commission of Delaware County, Ohio, such an employee's business, or any business relationship or financial interest that a Delaware County, Ohio elected official, board, agency or commission employee has with the Contractor or in the Contractor's business.

**ARTICLE EIGHTEEN: LIABILITY INSURANCE**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Ohio such insurance as will protect the Contractor and the Board from claims set forth in bid documents (see General Indemnification, pg.48).

Certificates of Insurance acceptable to the Board shall be filed with the Board prior to commencement of this Agreement. The insurance policies required by this Article shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Board. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The insurance policy described in this Section shall name the Board as an insured.

**ARTICLE NINETEEN: NOTICES**

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the Board, to the Sanitary Engineer, 50 Channing Street,

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Delaware, Ohio 43015; if to the Contractor, to the Contractor's address at 116 Industry Road, Marietta, Ohio 45750.

**ARTICLE TWENTY: HEADINGS**

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**ARTICLE TWENTY-ONE: AUTHORITY TO BIND PRINCIPAL**

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

**NOTICE:** THIS AGREEMENT MUST BE SIGNED AND RETURNED TO DELAWARE COUNTY, OHIO WITHIN TEN (10) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.

**ARTICLE TWENTY TWO: FINDINGS FOR RECOVERY:**

CONTRACTOR certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**ARTICLE TWENTY THREE: HOMELAND SECURITY**

CONTRACTOR certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, CONTRACTOR agrees to make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**ARTICLE TWENTY FOUR: Campaign Finance – Compliance with O.R.C. § 3517.13**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-363**

**SETTING DATE AND TIME FOR REQUEST FOR PROPOSALS FOR (TANF) SERVICES AND PROGRAMS FOR DELAWARE COUNTY, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the Director of Job & Family Services recommends approval of the following request for proposals for (TANF) Services And Programs For Delaware County, Ohio:

Whereas, The County Administrator recommends this measure for adoption by the Board,

**PUBLIC NOTICE  
REQUEST FOR PROPOSALS  
Temporary Assistance for Needy Families (TANF) Services and Programs  
For**

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**Basic Skills , Work Readiness, Job Search, and Assessment Services and Training  
BOARD OF COMMISSIONERS  
DELAWARE COUNTY, OHIO**

The complete TANF Request for Proposals are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids

The Delaware County Commissioners wish to receive proposals from providers of Basic Skills, Work Readiness, Job Search, and Assessment Services and Training for Delaware County.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

A Public Information Sessions regarding proposal interest or questions will be held on April 2, 2010 at 2:00pm at the Rutherford B. Hayes Administration Building, 140 N. Sandusky Street, Second Floor, Conference Room 214, Delaware, Ohio.

Request For Proposal packets can be obtained by post mail request to Mr. Steve Ehrle, Delaware County JFS, 140 N. Sandusky Street, Delaware, Ohio 43015, by email to [ehrles@odjfs.state.oh.us](mailto:ehrles@odjfs.state.oh.us), or may be viewed and downloaded from Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Proposals will be received at the Delaware County Commissioners' Office, Attention: Mr. Steve Ehrle, Contracts Administrator 101 North Sandusky Street, Delaware, Ohio 43015 until 2:00 p.m. on Monday, April 26, 2010.

(1) printed original, (2) printed photocopies and (1) electronic copy (MS Word Format) on a CD are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

**Request For Proposals  
Temporary Assistance for Needy Families (TANF) and Ohio Works First  
Under Contract  
For Service Provision  
July 01, 2010 to June 30, 2011  
Offered by  
The Delaware County Board Of Commissioners  
Deadline for submission is:  
Proposals must be received by Delaware County Job and Family Services  
by 2:00pm, April 26, 2010  
ABSOLUTELY NO EXCEPTIONS**

Delaware County Job & Family Services shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2012, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2011 through June 30, 2012 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

Proposers are informed that any contract awarded as a result of this RFP is subject to contract monitoring and compliance with the following applicable U.S. Office of Management and Budget policies and regulations: OMB Circular A-21, OMB Circular A-87, OMB Circular A-102, OMB Circular A-110, OMB Circular A-122, and OMB Circular A-133.

Proposals will be received at the Delaware County Commissioners' Office, Attention: Mr. Steve Ehrle, Contracts Administrator 101 North Sandusky Street, Delaware, Ohio 43015 until 2:00 p.m. on Monday, April 26, 2010.

**I PURPOSE**

Delaware County Job and Family Services (DCJFS), on behalf of the Delaware County Board of Commissioners, issues this Request For Proposals (RFP) to solicit innovative development programs to assist participants in the Temporary Assistance to Needy Families Program achieve self-sufficiency.

Respondents to this solicitation must be qualified workforce development organizations that are able to demonstrate their ability and previous experience to administer to the needs of individuals, businesses, and employers as they relate to workforce and economic development.

Respondents must provide all services in Delaware County to minimize transportation needs to the service

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population..

Proposals should address one or more of the following priority employment, training, and work readiness priorities:

- ? Basic, Work Readiness, and Occupational Skills Training
- ? Job Search, Job Entry, Job Retention, and Job Enhancement Assistance
- ? Ex-Offender Coaching, Advocacy, and Transition Assistance
- ? Barriers to Employment Assessment
- ? Work Experience and Subsidized Internship Facilitation and Coordination
- ? Payroll administration for Work Experience, Paid Internships, and On The Job training
- ? One Stop Employment Center (Resource Room) Services

DCJFS is most interested in proposals demonstrating cost effective, innovative, comprehensive programs and services needed to transition participants to self-sufficiency.

The awarded contract(s) will run for a period from July 01, 2010 through December 31, 2011.

Representative services appropriate for bidding may include but not be limited to the following example list:

**Training**

- ✍ Career / Job Planning
- ✍ Budgeting
- ✍ Credit Management
- ✍ Surviving a Layoff
- ✍ “Portable” training – classroom, PC based, or web based
- ✍ Job Search and Job Readiness
- ✍ Job Specific / Occupational skills leading towards industry recognized certification
- ✍ Basic Skills / GED
- ✍ Interpersonal skills
- ✍ Communication skills
- ✍ Computer skills – entry level and advanced
- ✍ Post high school 1 and 2 year education programs

**Assessment Tools**

- ✍ Job / Career
- ✍ Aptitude
- ✍ Academic Skills
- ✍ Learning Disabilities
- ✍ Interpersonal
- ✍ Work Readiness
- ✍ Life Skills
- ✍ Drug / Alcohol
- ✍ Barriers
- ✍ Employment Pre-Screens

**Employment**

- ✍ Direct job placement / follow-up
- ✍ Indirect job placement / follow-up
- ✍ Employment for Ex-Offenders/follow-up
- ✍ Work Experience and Subsidized Internship Facilitation and Coordination
- ✍ Job retention
- ✍ Outplacement

**Counseling / Advocacy**

- ✍ Employment layoff
- ✍ Life skills
- ✍ Domestic violence
- ✍ Mental health
- ✍ Drug and alcohol
- ✍ Medical health
- ✍ Felony/Ex-Offender

**Case Management**

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- ✍ Client contact / follow-up
- ✍ Referrals tracking / follow-up
- ✍ Case management of two parent Ohio Works First (OWF) cash cases
- ✍ Tracking and general assistance with OWF cases
- ✍ File maintenance and data entry
- ✍ Barrier removal

**Support Services**

- ✍ Transportation Services
- ✍ Vehicle repair

**II. Proposal Guidelines**

All **Proposers** are required to respond to this RFP exactly as outlined within Section II, in order for DCJFS to evaluate all submittals on an equal and timely basis.

- A. Cover Page
- B. Services Narrative
  - i. Specific services to be provided to participants and/or DCJFS.
  - ii. Dates and times services will be unavailable.
    - Note: Dates and times not specifically excluded by Provider will be presumed to be available for scheduling by DCJFS.
  - iii. Numbers and types of individuals to be served.
  - iv. Tangible and measurable deliverables and objectives.
  - v. Interface with DCJFS.
  - vi. Location(s) services will be provided and any restrictions.
    - Note: DCJFS may define the location(s) to best serve participants and programs.
- C. Units of Delivery and/or Costs
  - i. Definition of units of compensation (i.e.. labor rate / hour , costs / participant, costs / day, costs / program event, etc.)
- D. Costs
  - i. Summary of costs (estimated amounts and line item description) to be absorbed by the **Proposer**
- E. Excluded Costs
  - i. Summary of costs **Proposer** will ask DCJFS to absorb or share.
    - Note: All costs not specifically excluded in the submittal will be presumed to be absorbed by the Provider.
- F. Experience Overview
  - i. Summary of organization's and staff's experience in the areas the **Proposer** desires to provide service.

**III. Evaluation Criteria**

DCJFS will review all proposals for completeness and compliance. Proposals received after the due date and time shall be rejected and returned to the **Proposer**. Each proposal will be reviewed according to the rating system below. Proposals inconsistent with the RFP requirements will be eliminated from consideration.

Costs (50)

- Are the compensation unit(s) cost effective?
- Are total costs ( included and excluded) cost effective?
- Are the deliverables clearly defined?
- Are costs comparable to costs generally charged to the public?
- Minimum charges?

Performance Outcomes and Measures (20)

- Are deliverables identified, measurable, pertinent, and attainable?

Service Delivery (15)

- How and where will services be delivered?
- Does process minimize barriers to participant accessibility?
- Are services compatible with DCJFS processes and needs?

Expertise (15)

- Does the organization and its staff have the experience and expertise needed for the project?

**IV. PROPOSAL REQUIREMENTS**

**A. Proposal Costs**



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This RFP is not in itself an offer of work nor does it commit DCJFS or the Delaware County Board of Commissioners to fund any submittals. DCJFS or the Delaware County Board of Commissioners are not liable for any costs incurred in the preparation or research of the proposals.

**B. Confidentiality & Ownership of Proposals**

All proposals and associated materials become the property of DCJFS (on behalf of the Delaware County Board of Commissioners). The content of all proposals and associated materials will be held confidential to the fullest extent permitted public agencies under Ohio law, until an award of a contract is made.

**C. Proposal Acceptance / Rejection**

DCJFS (on behalf of the Delaware County Board of Commissioners) reserves the right to reject any or all proposals, to accept any or all items within any or all proposals, to waive any informality in the proposals received, and to award the contract in whole or in part if it is deemed to be in the interest of the parties issuing this RFP.

**D. Protests**

Any potential or actual **Proposer** objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract or any other matter relating to the process of soliciting the proposals. Protests must include the name, address, and telephone number of the protestor along with a detailed statement of legal and factual grounds for the protest, including copies of any relevant documents. Protests must be filed no later than 12:00 noon on May 21, 2010. All protests must be filed in writing via post mail or express courier service with:

Steve Ehrle  
Contracts Monitor  
Delaware County Job and Family Services  
140 North Sandusky Street  
Delaware, Ohio 43015

**V. RFP Timelines and Information**

**A. Request For Proposals Issued**

The RFP will be available to bidders from March 25, 2010 thru April 26, 2010. Copies of the RFP may be requested from:

Steve Ehrle  
Contracts Monitor  
Delaware County Job and Family Services  
140 North Sandusky Street  
Delaware, Ohio 43015  
Phone: (740)833-2337  
Fax: (740)833-2395  
Email: [ehrles@odjfs.state.oh.us](mailto:ehrles@odjfs.state.oh.us)

Copies of the RFP may be downloaded from the Delaware County website:  
<http://www.co.delaware.oh.us/>

**B. Request For Proposals Due**

Proposals must be received by 2:00pm on Monday April 26, 2010, addressed to:

Steve Ehrle  
Contracts Administrator  
Delaware County Job and Family Services  
RE: TANF Workforce Development RFP  
Rutherford B. Hayes Administration Building  
101 North Sandusky Street  
Delaware, Ohio 43015

**Proposers** are requested to submit one (1) printed, original, three (3) printed photocopies, and one (1) computer disk file on a CD in MS-Word format.

**C. Proposal Questions and Answers**

**Proposers** may submit questions regarding the RFP via email at the following email address:

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[ehrles@odjfs.state.oh.us](mailto:ehrles@odjfs.state.oh.us)

Questions may be submitted thru April 19, 2010

No phone calls please.

Questions and answers to RFP questions will be posted anonymously and publicly on the Delaware County website under the heading Current Bids.

<http://www.co.delaware.oh.us/>

**D. Review of Proposals**

Proposals will be reviewed by designated representatives of the Delaware County Job & Family Services. If deemed necessary, interviews will be scheduled with **Proposers** and designated reviewers to clarify RFP content.

**E. Contract Award**

Pending the selection of a proposal, authorization to enter into a contract will be requested from the Delaware County Board of Commissioners thereafter. The contract maximum dollar amounts represent a ceiling for purchasing of services.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-364**

**SETTING DATE AND TIME FOR REQUEST FOR PROPOSALS FOR WORKFORCE INVESTMENT ACT SERVICES AND PROGRAMS FOR DELAWARE COUNTY, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the Director of Job & Family Services recommends approval of the following request for proposals for Workforce Investment Act Youth Services For Delaware County, Ohio;

Whereas, The County Administrator recommends this measure for adoption by the Board,

**PUBLIC NOTICE  
REQUEST FOR PROPOSALS  
Workforce Investment Act (WIA) Services and Programs  
For  
Basic Skills , Work Readiness, Job Search, and Assessment Services and Training  
BOARD OF COMMISSIONERS  
DELAWARE COUNTY, OHIO**

The complete WIA Request for Proposals are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids

The Delaware County Commissioners wish to receive proposals from providers of Basic Skills, Work Readiness, Job Search, and Assessment Services and Training for Delaware County.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

A Public Information Sessions regarding proposal interest or questions will be held on April 2, 2010 at 2:00pm at the Rutherford B. Hayes Administration Building, 140 N. Sandusky Street, Second Floor, Conference Room 214, Delaware, Ohio.

Request For Proposal packets can be obtained by post mail request to Mr. Steve Ehrle, Delaware County JFS, 140 N. Sandusky Street, Delaware, Ohio 43015, by email to [ehrles@odjfs.state.oh.us](mailto:ehrles@odjfs.state.oh.us), or may be viewed and downloaded from Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Proposals will be received at the Delaware County Commissioners' Office, Attention: Mr. Steve Ehrle, Contracts Administrator 101 North Sandusky Street, Delaware, Ohio 43015 until 2:00 p.m. on Monday, April 26, 2010.

(1) printed original, (2) printed photocopies and (1) electronic copy (MS Word Format) on a CD are to be

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included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

**Request For Proposals  
Workforce Investment Act (WIA) Services For Adults, and Dislocated Workers  
Under Contract  
For Service Provision  
July 01, 2010 to June 30, 2011  
Offered by  
The Delaware County Board Of Commissioners  
Deadline for submission is:  
Proposals must be received by Delaware County Board of Commissioners  
by 2:00pm, April 26, 2010  
ABSOLUTELY NO EXCEPTIONS**

Delaware County Job & Family Services shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2012, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2011 through June 30, 2012 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

Proposers are informed that any contract awarded as a result this RFP is subject to contract monitoring and compliance with the following applicable U.S. Office of Management and Budget policies and regulations: OMB Circular A-21, OMB Circular A-87, OMB Circular A-102, OMB Circular A-110, OMB Circular A-122, and OMB Circular A-133.; and applicable Code of Federal Regulations 29CFR parts 95, 96, 97, and 98 and 48CFR part 31.

Proposals will be received at the Delaware County Commissioners' Office, Attention: Mr. Steve Ehrle, Contracts Administrator, 101 North Sandusky Street, Delaware, Ohio 43015 until 2:00 p.m. on Monday, April 26, 2010

**PURPOSE**

Delaware County Job and Family Services (DCJFS), on behalf of the Delaware County Board of Commissioners, issues this Request For Proposals (RFP) to solicit innovative development programs to increase employment, improve job retention, increase earnings, and increase occupational skills of Workforce Investment Act eligible adults and dislocated workers.

Respondents to this solicitation must be qualified workforce development organizations that are able to demonstrate their ability and previous experience to administer to the needs of individuals, businesses, and employers as they relate to workforce and economic development.

Respondents must provide all services in Delaware County to minimize transportation needs to the service population..

Proposals should address one or more of the following priority employment, training, and work readiness priorities:

- ? Basic Skills, Work Readiness, and Occupational Skills Training
- ? Job Search, Job Entry, Job Retention, and Job Enhancement Assistance
- ? Ex-Offender Coaching, Advocacy, and Transition Assistance
- ? Barriers to Employment Assessment and Removal
- ? Work Experience and Subsidized Internship Facilitation and Coordination
- ? Payroll Administration for Work Experience, Paid Internships, and On the Job Training
- ? One Stop Employment Center (Resource Room)Services

DCJFS is most interested in proposals demonstrating cost effective, innovative, comprehensive programs and services needed to transition participants to self-sufficiency.

The awarded contract(s) will run for a period from July 01, 2010 through June 30, 2011.

Representative services appropriate for bidding may include but not be limited to the following example list:

**Training**

- ✍ Career / Job Planning
- ✍ Budgeting
- ✍ Credit Management
- ✍ Surviving a Layoff

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- ✍ "Portable" training – classroom, PC based, or web based
- ✍ Job Search and Job Readiness
- ✍ Job Specific / Occupational skills leading towards industry recognized certification
- ✍ Basic Skills / GED
- ✍ Interpersonal skills
- ✍ Communication skills
- ✍ Computer skills – entry level and advanced
- ✍ Post high school 1 and 2 year education programs

**Assessment Tools**

- ✍ Job / Career
- ✍ Aptitude
- ✍ Academic Skills
- ✍ Learning Disabilities
- ✍ Interpersonal
- ✍ Work Readiness
- ✍ Life Skills
- ✍ Drug / Alcohol
- ✍ Barriers
- ✍ Employment Pre-Screens

**Employment**

- ✍ Direct job placement / follow-up
- ✍ Indirect job placement / follow-up
- ✍ Employment for Ex-Offenders/follow-up
- ✍ Work Experience and Subsidized Internship Facilitation and Coordination
- ✍ Job retention
- ✍ Outplacement

**Counseling / Advocacy**

- ✍ Employment layoff
- ✍ Life skills
- ✍ Domestic violence
- ✍ Mental health
- ✍ Drug and alcohol
- ✍ Medical health
- ✍ Felony/Ex-Offender

**Case Management**

- ✍ Client contact / follow-up
- ✍ Referrals tracking / follow-up
- ✍ Case management WIA Cases
- ✍ Tracking and general assistance with WIA cases.
- ✍ File maintenance and data entry
- ✍ Barrier removal

**Proposal Guidelines**

All **Proposers** are required to respond to this RFP exactly as outlined within Section II, in order for DCJFS to evaluate all submittals on an equal and timely basis.

- A. Cover Page
- B. Services Narrative
  - i. Specific services to be provided to participants and/or DCJFS.
  - ii. Dates and times services will be unavailable.
 

Note: Dates and times not specifically excluded by Provider will be presumed to be available for scheduling by DCJFS.
  - iii. Numbers and types of individuals to be served.
  - iv. Tangible and measurable deliverables and objectives.
  - v. Interface with DCJFS.
  - vi. Location(s) services will be provided and any restrictions.
 

Note: DCJFS may define the location(s) to best serve participants and programs.
- C. Units of Delivery and/or Costs
  - i. Definition of units of compensation (i.e.. labor rate / hour , costs / participant, costs / day, costs / program event, etc.)

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- D. Costs
  - i. Summary of costs (estimated amounts and line item description) to be absorbed by the **Proposer**
- E. Excluded Costs
  - i. Summary of costs **Proposer** will ask DCJFS to absorb or share.  
Note: All costs not specifically excluded in the submittal will be presumed to be absorbed by the Provider.
- F. Experience Overview
  - i. Summary of organization's and staff's experience in the areas the **Proposer** desires to provide service.

**Evaluation Criteria**

DCJFS will review all proposals for completeness and compliance. Proposals received after the due date and time shall be rejected and returned to the **Proposer**. Each proposal will be reviewed according to the rating system below. Proposals inconsistent with the RFP requirements will be eliminated from consideration.

Costs (50)

- Are the compensation unit(s) cost effective?
- Are total costs ( included and excluded) cost effective?
- Are the deliverables clearly defined?
- Are costs comparable to costs generally charged to the public?
- Minimum charges?

Performance Outcomes and Measures (20)

- Are deliverables identified, measurable, pertinent, and attainable?

Service Delivery (15)

- How and where will services be delivered?
- Does process minimize barriers to participant accessibility?
- Are services compatible with DCJFS processes and needs?

Expertise (15)

- Does the organization and its staff have the experience and expertise needed for the project?

**PROPOSAL REQUIREMENTS**

**A. Proposal Costs**

This RFP is not in itself an offer of work nor does it commit DCJFS or the Delaware County Board of Commissioners to fund any submittals. DCJFS or the Delaware County Board of Commissioners are not liable for any costs incurred in the preparation or research of the proposals.

**B. Confidentiality & Ownership of Proposals**

All proposals and associated materials become the property of DCJFS (on behalf of the Delaware County Board of Commissioners). The content of all proposals and associated materials will be held confidential to the fullest extent permitted public agencies under Ohio law, until an award of a contract is made.

**C. Proposal Acceptance / Rejection**

DCJFS (on behalf of the Delaware County Board of Commissioners) reserves the right to reject any or all proposals, to accept any or all items within any or all proposals, to waive any informality in the proposals received, and to award the contract in whole or in part if it is deemed to be in the interest of the parties issuing this RFP.

**D. Protests**

Any potential or actual **Proposer** objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract or any other matter relating to the process of soliciting the proposals. Protests must include the name, address, and telephone number of the protestor along with a detailed statement of legal and factual grounds for the protest, including copies of any relevant documents. Protests must be filed no later than 12:00 noon on May 21, 2010. All protests must be filed in writing via post mail or express courier service with:

Steve Ehrle  
Contracts Monitor  
Delaware County Job and Family Services  
140 North Sandusky Street  
Delaware, Ohio 43015

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**RFP Timelines and Information****A. Request For Proposals Issued**

The RFP will be available to proposers from March 25, 2010 to April 26, 2010. Copies of the RFP may be requested from:

Steve Ehrle  
Contracts Monitor  
Delaware County Job and Family Services  
140 North Sandusky Street  
Delaware, Ohio 43015  
Phone: (740)833-2337  
Fax: (740)833-2395  
Email: [ehrles@odjfs.state.oh.us](mailto:ehrles@odjfs.state.oh.us)

Copies of the RFP may be downloaded from the Delaware County website:  
<http://www.co.delaware.oh.us/>

**B. Request For Proposals Due**

Proposals must be received by 2:00pm on April 26, 2010, addressed to:

Steve Ehrle  
Contracts Administrator  
Delaware County Job and Family Services  
RE: WIA Workforce Development RFP  
Rutherford B. Hayes Administration Building  
101 North Sandusky Street  
Delaware, Ohio 43015

**Proposers** are requested to submit one (1) printed, original, two (2) printed photocopies, and one (1) computer disk file on a CD in MS-Word format.

**C. Proposal Questions and Answers**

**Proposers** may submit questions regarding the RFP via email at the following email address:  
[ehrles@odjfs.state.oh.us](mailto:ehrles@odjfs.state.oh.us)

Questions may be submitted thru April 19, 2010.  
No phone calls please.

Questions and answers to RFP questions will be posted anonymously and publicly on the Delaware County website under the heading Current Bids.  
<http://www.co.delaware.oh.us/>

**D. Review of Proposals**

Proposals will be reviewed by designated representatives of the Delaware County Job & Family Services. If deemed necessary, interviews will be scheduled with **Proposers** and designated reviewers to clarify RFP content.

**E. Contract Award**

Pending the selection of a proposal, authorization to enter into a contract will be requested from the Delaware County Board of Commissioners thereafter. The contract maximum dollar amounts represent a ceiling for purchasing of services.

**Now Therefore Be It Resolved** that the Delaware County Board of Commissioners approve **2:00pm, April 26, 2010** as the date and time for request for proposals for Workforce Investment Act Youth Services For Delaware County, Ohio.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-365****IN THE MATTER OF MODIFYING PAY SCALES AND AMENDING RESOLUTIONS REGARDING THE 911 CENTER OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, due to the City of Delaware and Delaware County's consolidation of their 911 Center Operations, the

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Tour Commander wages scales need to be modified; and

Whereas, the Delaware County Board of Commissioners in Resolutions 08-845 and 08-846 created pay supplements and assigned personnel to the position of Lead Dispatcher; and

Whereas, the Delaware County 911 Director finds that the Lead Dispatcher position is no longer necessary for the efficient operation of the Center and recommends eliminating this designation therefore such resolutions need to be amended to do away with the pay supplement and terminate the previously made staff assignments; and

Whereas, the Delaware County Board of Commissioners in Resolution 08-1093 approved a Letter of Understanding with the AFSCME Ohio Council 8 regarding amendments to the Collective Bargaining Agreement that included the payment of shift differential; and

Whereas, it is no longer the intention of the Delaware County 911 Director to pay shift differential;

Whereas, The County Administrator recommends this measure for adoption by the Board; and

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the modification of the SAM Wage Scale to a SPECAT Wage Scale for the Tour Commanders; effective March 30, 2010.

Further Be It Resolved, that the Delaware County Board of Commissioners amends resolution 08-845 to repeal the reference to and pay supplement for Lead Dispatcher; repeals resolution 08-846 which assigned staff to the position of Lead Dispatcher and amends resolution 08-1093 to do away with shift differential; effective March 20, 2010.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 10-366**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board; and

Whereas, the Director of the County 911 Center recommends the promotion of Karla Jacobs, Matt Fletcher and Jeannette Adair to the position of 911 Tour Commander;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners hereby approves the promotions of Karla Jacobs, Matt Fletcher and Jeanette Adair to the position of Tour Commander; effective March 20, 2010.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**COMMISSIONERS' COMMITTEES REPORTS  
(Refer To Cd Minutes For Entire Record)**

**Commissioner Hanks**

- Wayne Phelps With Price Reality Email about Leasing Space at 110 Sandusky for Church Services
- Newspaper Article on "Education is Key to Future"
- Transfers
- Newspaper State of Ohio-Unemployment and Job Loss numbers

**Commissioner O'Brien**

-None

**Commissioner Thompson**

- asked for comments from Aric Hochstettler, Legal Counsel, on the packet he received last week in session from Mr. O'Brien
- conveyance fees are up again

**RESOLUTION NO. 10-367**

**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn the meeting.

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Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners