



City of Dayton, Ohio
Department of Public Works
Division of Property Management

Professional Design & Construction Administration Services for the Facility Renovations & HVAC
Improvements Phase 1

REQUEST FOR PROPOSALS (RFP) No. 22-032PWPM

September 2022

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SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:

City of Dayton, Division of Property Management
Andrew Marks
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4010
E-Mail: andrew.marks@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this RFP proposal and any additional documentation may be found at the City's website at:

<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Procurement and HRC, if required, and shall be mutually agreed upon. RFP schedule to be determined prior to finalization of RFP. The following is the anticipated schedule for the RFP Process:

Issue RFP:	September 6, 2022
Notify City of Intent to Attend Pre-Proposal Meeting	3:00 PM local (Dayton OH) time on September 16, 2022
Pre-Proposal Meeting & Site Visit:	11:00 AM local (Dayton OH) time on September 21, 2022. City Hall First Floor Lobby.
Last Day to Submit Questions:	12:00 PM local (Dayton OH) time on September 26, 2022
Written Responses to Questions:	By 5:00 PM local (Dayton OH) time on September 30, 2022
Due Date for Proposals:	12:00 PM local (Dayton OH) time on October 17, 2022

1.03 PRE-PROPOSAL MEETING. The City shall conduct a **VOLUNTARY** pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Answer questions

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than 2 persons. Contractors shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the pre-proposal meeting and how many persons will attend.

1.04 SITE VISIT. The City shall conduct a Site Visit. The date and location of the site visit is listed in Section 1.02 (RFP Schedule). The intent of the site visit is to:

- Review the Project Location and site conditions
- Answer questions

This may be the only opportunity for the Contractors to visit the project location. Each proposer should limit representation at the site visit to no more than 2 persons. Contractors shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the site visit and how many persons will attend.

1.05 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid documents require multiple emails, please designate in the "Subject" line of each email sent: RFP No 22-032PWPM City Facility Renovations & HVAC Phase 1, RFP No 22-032PWPM Part 1, RFP No 22-032PWPM Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information:

<https://us02web.zoom.us/j/84563516316?pwd=ZTY0aDNEN2YvMDAwOGRweUVuc2NTdz09>

Meeting ID: 845 6351 6316

Passcode: 481465

One tap mobile

+19294362866 US (New York)

+13017158592 US (Washington D.C)

+1 312 626 6799 US (Chicago) +1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)

Find your local number: <https://us02web.zoom.us/j/84411111111>

Sealed proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by time/date as indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent RFPs. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful vendor once all proposals are received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question-and-answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws as well as the 2 CFR 200 and Appendix II to Part 200 requirements regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.06 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** – The street address of the proposer's company headquarters.
 - **Local Office of Proposer** – Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** – State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements
- **References.** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.07 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.08 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFP only.**

Evaluation Criteria for Goods and Services		
Item	Description	Points Possible
1	Firms Qualifications, References, and Previous Experience	40
2	Ability to Address all RFP Requirements & Project Timeline	30
3	Price	20
4	Dayton Local Business	5
5	MBE Participation	5
	Total Points	100

1.10 MISCELLANEOUS ITEMS.

- **All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.**

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.

The American Rescue Plan Act was signed into law on March 11, 2021, and provides \$350 billion for eligible state, local, territorial, and Tribal governments to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. The City of Dayton was awarded \$138 million. The City will be awarded a direct allocation of funds and City leadership began working on a framework, The Dayton Recovery Plan. This one-time money will be used to address recovery needs and to create long-term, transformative investments for Dayton's future.

The City of Dayton, Department of Public Works, is seeking proposals for professional design services to renovate various areas at City Hall, located at 101 W. Third Street Dayton, Ohio 45402 and to perform major HVAC improvements throughout the entire facility.

2.02 BACKGROUND INFORMATION.

This is a capital improvement project that will optimize existent space at City Hall. The project consists of HVAC upgrades to improve ventilation and air quality and the renovation to the sixth and fourth floors. The City's office spaces in this building have suffered years of deferred maintenance. The ongoing maintenance issues at all facilities have been compounded by the pressures of the COVID-19 pandemic. Given the COVID-19 driven changes to the Commuter Income Tax model, the City has an emergent need to right-size and reduce future operating costs. This project would merge and streamline office spaces at City Hall in a manner that was consistent with reducing the air-borne spread of COVID-19. These renovations will provide a safer working environment for City employees, create safer public spaces, create office spaces that are space efficient, and utilize barriers and other design features that mitigate the spread of COVID-19.

City Hall is a combination six story structure with a low-rise two-story structure (approximately 152,000sf in total area). Both portions of City Hall have a mezzanine, basement, and sub-basement. City Hall is a conventional reinforced concrete frame/brick veneer finish building that was constructed in 1908 as a YMCA. Around 1940 the City of Dayton acquired the building and created what is now City Hall. The City employees approximately 1,850 employees with over 200 based at City Hall.

2.03 SCOPE OF WORK / TESTING REQUIREMENTS.

It is the overall intention to provide unique and creative solutions for each individual area or floor. The overall scope will be consistent throughout, however certain trades may or may not be required for each floor or certain areas of the floor. The exact depth for the scope of work for each area will be agreed upon by the Firm and City once the Contract is awarded and after any and all necessary "focus group" meetings. It is the intention to complete all design services at the same time in order to construct all areas at once.

It is anticipated that services will be required at the following facilities/areas:

- a) City Hall Sixth Floor
- b) City Hall Fourth Floor
- c) City Hall Facility-Wide HVAC Improvements

City Hall Sixth Floor Remodel Scope of Work:

Due to the unique layout of City Hall, this floor is broken up with various lower roofs making flow throughout difficult. It is estimated that this floor is 13,500sf, however this includes elevators (2 passenger and 1 freight), elevator lobby, interior stairwells and lobby, a men's restroom, and a large storage room adjacent to the elevators. The remodel scope will not include these areas. This floor also has a larger conference room on the west side of the facility that will be included in the remodel space. All existing office space will be included in the proposed design to best create a floor plan that securely houses this Department. Focus group meetings will be held with key staff to learn about the different Divisions, their human-count, privacy needs, desired location on the floor, and other pertinent details.

Currently there are 24 staff members on this floor with three different Divisions or subgroups of the overall Department. The goal of renovating this floor is to centralize the Department's staff located at City Hall to all occupy this floor. There will be another 15 staff members from one other Division relocating to this space once fully completed.

The existing women's restroom within the office space on this floor will be included in the remodel scope. The restroom renovation shall include:

- Accessibility Improvements
- Entrance Doors, Hardware, and Frames
- Interior Doors, Hardware, and Frames
- Interior MEP
- Fire and Smoke Detection
- Wall Finishes
- Flooring
- Ceiling
- Other Miscellaneous Improvements

Currently the City has a professional services agreement for restroom remodel design services for other floors within the facility. It is desired that the proposed Firm work closely with the existing restroom design firm to align finishes, improvements, and to allow this restroom to mirror and match the proposed improvements.

Pricing shall include all areas of this floor to be remodeled to some degree (excluding areas already discussed above). The depth of the remodel will depend upon the Division or Subgroup's proposed location on this floor, their human-count, and the existing conditions compared to their desired needs. This may only include necessary HVAC, lighting, network cabling, flooring, and paint improvements. On the contrary a full demolition of all existing conditions may be required in certain areas.

City Hall Fourth Floor Scope of Work:

Similar to the sixth floor, the fourth floor has a few lower roofs that breaks up flow and space for staff occupying this area. The fourth floor has an estimated area of 14,000sf (one less roof opening) which also includes elevators (2 passenger and 1 freight), elevator lobby, interior stairwells and lobby, and men's and women's restroom. This remodel scope will not include these areas. All existing office space will be included in the proposed design to best create a floor plan that securely houses two different Departments on the same floor. Focus group meetings will be held with key staff to learn about both Departments, their Divisions, their human-count, privacy needs, desired location on the floor, and other pertinent details.

Currently there are 15 staff members on the northern portion (north of elevators) of the floor that will relocate to the sixth floor and 8 staff members on the southern portion of the floor. The goal of renovating this floor is to bring an additional 7 staff members to combine with the southern portion that will centralize this Department. The remaining northern space will be utilized by a new Department with 35 (approximate) staff members.

Pricing shall include all areas of this floor to be remodeled to some degree (excluded areas already discussed above). The depth of the remodel will depending upon the Department, Division, or Subgroup's proposed location on this floor, their human-count, and the existing conditions compared to their desired needs. This may only include necessary HVAC, lighting, network cabling, flooring, and paint improvements. On the contrary a full demolition of all existing conditions may be required in certain areas. For this area, both Departments will need to be secure and separate from one another.

Sixth and Fourth Floor Scope of Work by Trades:

HVAC/Mechanical – Please refer to the Facility HVAC/Mechanical portion for exact scope.

Lighting – This project shall install LED flat panel light fixtures, including the necessary emergency lighting fixtures with emergency drivers throughout this area. Occupancy sensors shall control all non-emergency light fixtures in all proposed conference rooms and common areas. Proposed LED flat panel light fixtures shall mirror recent improvements on the mezzanine and first floors.

If plausible, the awarded Firm shall investigate, research, and propose unique solutions that will allow the City to begin a facility-wide lighting controls automation platform. The City would need the ability to gradually add areas not within this RFP to this system in the future to a centralized controller.

Electrical – Existing drawings will be provided showing the existing panel locations and single-line diagram. This project shall replace each panel and where applicable, relocate to a more desirable location. If needed, additional panels can be added. Based upon the proposed layout and depth of demolition will dictate the overall removal of existing wiring, however the goal will be to remove and best redistribute the electric. Upon completion, the supplied single-line shall be updated to reflect the proposed work and as-builts. Each outlet, panel, light switch, wall blank, and any other electrical termination shall be labeled with the panel name and circuit.

Data/Network Cabling – This project shall furnish and install the following:

- All necessary network cabling and appurtenances (Panduit CAT 5E jacks, port blanks, boxes, gang faceplates, and single faceplates) throughout the remodeled space, with ample drops in each proposed office, rooms, space, etc. Ample drops will be determined in design review given the size and proposed layout of each office. At a minimum two drops will be installed per data box.
- All necessary hardware to support cables overhead, (2) CAT 5E plenum cables (blue and white) to each location/faceplate from the server room.
- All necessary CAT 5E jacks on the City's furnished unloaded patch panels on the City's equipment racks.
- All necessary wire mold drops for exterior walls only. Wire molding is not allowed for interior space.
- The removal of any existing cables only servicing this area that will no longer be used.
- Test, certify, and label all proposed CAT 5E cables.
- There may be additional equipment to procure and install depending upon direction from the City's Information Technology team. This may include additional switches and fiber modules, patch panels, and network jacks, at a minimum.

Life Safety Services – The fire alarm system was installed at City Hall in 2008. A copy of the fire alarm sheets can be provided at a later date. This project shall review the existing conditions and include all modifications that are needed based upon code for the proposed space. The existing fire alarm panel and equipment are manufactured by *SimplexGrinnel*. Fire suppression is not needed or required for this project. This project shall also review the existing conditions and install all necessary fire extinguishers, fire extinguisher cabinets, and emergency exits lights (battery backup acceptable).

Plumbing – This project shall review the existing kitchenettes on each floor and look to expand and modernize. The awarded Firm shall review the existing water service(s) and drain(s) at each kitchenette location and work into the design any relocation to create a larger kitchenette that can properly service the number of staff members on each floor. Each kitchenette (exact details and sizing to be agreed upon during design) is assumed to have a refrigerator, microwave, coffee maker, and base cabinetry for storage of dishware, cleaning supplies, and various other supplies. Procurement of the appliances is not to be included in this project.

The existing restroom located within the project area on the sixth floor shall be incorporated into the overall renovation. Improvements to this restroom shall focus on accessibility, while modernizing the fixtures and finishes.

Access Control – Existing access control, manufactured by *Kantech*, is located on various doors within these floors. Based upon the proposed layout of the new space, adequate access control shall be installed throughout the floors to secure means of ingress and rooms storing sensitive information. Existing panels are located in the lower level of the facility, and on nearby floors, however considerations shall be given if additional panels are needed that can be located closer to the proposed work.

Finishes – This project shall incorporate following finishes (not an inclusive list of all required finishes):

- Paint
- Carpet
- Cove/Rubber base
- VCT
- Windows – the existing windows are not to be replaced during this project, however an assessment shall be completed to determine if any existing damage or issues are present that can be repaired during this project.
- Doors
- Door hardware – all hardware shall be continuous throughout. This project shall create a new keying system for each floor that will be determined during design.
- Ceiling Tiles and Grid
- Any other items/trades within the proposed work areas needed to make all necessary improvements.

Furniture, Fixtures, and Equipment – This project shall include design services to create and solicit bids for the proposed FFE for the remodeled areas. Design shall standardize the manufacturer of all FFE with different tiers and levels of sizing based upon office size. The design shall include and coordinate with the final architecture design showing each room’s sizing and configuration, electrical, and data locations (specifically for cable management). **Please refer to the schedule listed later in this RFP for more details and timing of these services.** Payment for services provided shall be included in the “Complete Furniture, Fixtures, and Equipment Design Allowance”, Lump Sum of \$50,000.00.

General Conditions - The selected Firm shall provide complete project management throughout the duration of this project. Construction plans and specifications shall adhere to the *City of Dayton Construction and Material Specifications (October, 2008)* (<https://www.daytonohio.gov/DocumentCenter/View/706/Construction-and-Material-Specifications-PDF?bidId=>) as applicable, and any and all Federal (including the American’s with Disabilities Act), State, and Local codes. No construction shall commence until all necessary City of Dayton permits have been issued. The Firm will be required to apply, obtain, and pay for all necessary permits. Any and all environmental material studies and necessary abatement is to be included in the proposed fees. The expected design deliverables are, but not limited to, the following:

Firm’s Responsibilities – The City will provide any and all available drawings on file for the facility and the floors. This includes .pdf and .dwg files. The Firm shall field verify all files for accuracy, proper dimensions, window openings, locations of radiator heating units, etc.. The hours of work on site shall be 7:00am until 5:00pm Monday through Friday. The City realizes the tight schedule for this project and will be more than willing to work with the Firm during design, but no exceptions to these hours shall be given unless written prior approval has been obtained by the City. If night or weekend work is needed, the Firm shall provide reasonable advance notice to the City for review.

City Hall and the adjacent Municipal Parking Garage are nicotine and drug free facilities. Any persons working on site must adhere to these policies and rules and refrain from using any nicotine or vaping products on either site.

Facility HVAC/Mechanical - For the entire facility, this project shall utilize Mitsubishi VRF indoor units and outdoor units to heat and cool this area. It will be up to the awarded Firm to determine the sizing and location of the units based upon the proposed floor plan(s) and existing floor plans currently not schedule for renovations. It is the overall intent to match existing concepts, equipment, and methodology from previously renovated areas in City Hall (mezzanine and first floor).

On the Sixth and Fourth floors the entire floor shall be involved in the HVAC improvement phase. This work shall include, but not limited to:

- Review of existing drawings, if any exist, of current conditions.
- Propose unique solutions for indoor and outdoor equipment sizing and locations based upon the proposed floor plan, including applicable duct and air devices.
 - Exterior equipment can be located on the upper roof, interior roofs, or peaked mezzanine roof.
 - Accessibility to all units must be considered for ease of maintenance.

- Any structural assessments and/or improvements to these roofs must be considered during design.
- Existing equipment shall be removed and disposed in accordance to all regulations.
- All other necessary items not specifically mentioned in this RFP.

The Firm shall design HVAC alterations and improvements with costs in mind. For improvements to areas not planned for renovations, the Firm shall do its best to limit duct work removal and relocation to keep disturbances to a minimum. Existing equipment shall be removed and disposed in accordance to all regulations. Although ceiling tile, grid, and lighting improvements are not specifically included in the areas outside the sixth and fourth floor remodel scope, modifications to these trades/finishes must be captured in the final design based upon areas of disturbance. Upon completion, the entire facility shall be tested and balanced.

City Hall has a Mitsubishi AE200 HVAC Controller located on the first floor adjacent to the freight elevator. This project shall also install and run all necessary control and communication cabling to either utilize this existing controller, or to install a new centralized controller such that the entire facility can be controlled digitally. Any and all passcodes, passwords, phrases, etc. shall be provided to the City along with full admin rights. Upon completion and acceptance of this work, the City must have the ability to not rely upon any Manufacturer, Vendor, Firm, or Contractor to access, alter, change, modify, or add features with this system. The proposed Firm shall consider the following in the facility-wide controls:

- Ability to work with the City’s Information Technology (IT) Department on any and all IP address, network, remote access, and communication protocols that may or may not rest on the City’s network.
- Provide and install all field devices and wiring to complete a functional and working system.
- If practical, create a new naming structure and graphic layout for the entire building.
- Create and set up unique alarms for the system and work with the City on distribution and notification of alarms.
- Ample field training once installed.

The existing boilers are still of use and the desire is to work into the overall HVAC & controls as backup heat. Until the boiler system begins to systematically fail, the intent is to utilize the heat in extreme circumstances. The proposed Firm shall look at solutions in which the boilers can serve as a backup heating source, solely functioning on the new control system. There may also be certain areas in which the existing radiator heating units can be removed, to aid in the development of the proposed design. In this case the Firm shall investigate the practicality of removing said unit(s) and the impact of the entire steam heating system both upstream and downstream.

Environmental - The Firm shall coordinate and perform an environmental hazardous material survey and assessment that will be included in the design. This shall include the initial on-site survey and data processing to identify hazardous material, the final report, and any necessary design specifications for abatement that is to be included in the bid documents. Based on the findings of the initial report will dictate if any on-site abatement inspections or post abatement inspections and reporting are necessary. All work necessary shall strictly adhere to all Federal, State, and Local guidelines.

The City has a completed sixth floor and partial fourth floor survey and initial hazardous material report that can be provided. The Contractor shall review this documentation and determine if additional testing shall be performed or if these reports are sufficient for the proposed work. Payment for services provided shall be included in the “Complete Environmental Inspection and Reporting Services Allowance”, Lump Sum of \$35,000.00.

Plans and Specifications

- a) Provide construction plans and complete specifications (suitable for permit application) to publicly bid for construction. These shall be delivered to the City in digital (.pdf) and AutoCAD (.dwg) formats.
- b) Provide a detailed project estimate of cost that will be bid in either an individual line item, division, or lump sum not to exceed cost per site. Firm shall be open to include any and all alternates or allowances in the bid documents.
- c) This project will combine both floors and the facility-wide HVAC improvements into one set of plans, specifications, and estimate of cost to be bid as one construction project. Sequencing shall start with fourth floor and facility-wide HVAC and once the fourth floor is complete, the sixth floor is to begin.

Project Oversight

- a) The following shall be included in the lump sum pricing for Item “Complete Sixth Floor, Fourth Floor, and Facility-Wide HVAC Design Services”. At a minimum, the successful Firm shall:
 - a. Adhere to all milestones listed in the “Schedule” section below.
 - b. Assist the City during the construction bidding process. This shall include:
 - i. Attend any pre-bid and/or site visit meeting(s).
 - ii. Aid in the development of creating and publishing necessary addenda(s).
 - iii. Review and answer any questions.
 - iv. Review and resolve any substitution requests.
 - v. Review the bid tab, bid proposal, references, project experience, and any additional information for all bidders.
 - vi. With discussions and negotiations with the proposed construction contractor, apply and pay for all necessary State and Local permits.
- b) During the entire duration of construction (all construction sequences), the Firm shall:
 - a. Attend the preconstruction meeting and all progress meetings, including the record keeping, note taking, creation of meeting notes and agendas. For estimating purposes, the Firm shall anticipate at least two progress meetings per month of construction.

- i. This item shall also include a field review of the construction compliance with the plans and specifications based on observations during each meeting.
 - ii. The reoccurrence of progress meetings can be reviewed and agreed upon with the Firm and awarded construction contractor.
- b. Assist the construction contractor in field layout.
 - c. Perform and/or provide additional site visits as required or as needed outside the bi-weekly progress meetings to review field conditions during construction.
 - d. Review project submittals and provide resolution.
 - e. Review RFI's and provide resolution.
 - f. Review shop drawings and provide resolution.
 - g. Review field change orders and assist in preparation and completion.
 - h. Prepare construction bulletins (whether owner-requested or based on differing field conditions) and evaluate contractor pricing.
 - i. Maintain construction allowance log.
 - j. Contractor claim evaluation and provide feedback, guidance, recommendations, and resolution to the City.
 - k. Evaluation of substitution requests and provide resolution.
 - l. Assist with pay application review and approval.
 - m. Any necessary in-office follow up after site visits or progress meetings.
 - n. Attend a punch list site visit, back punch site visit, and develop individual punch lists and provide back punch verification.
 - i. This is to be included for each floor and overall facility-wide HVAC.
 - o. Perform final field inspections.
 - p. Ensure as-built drawings are prepared and maintained during construction. Review for accuracy prior to delivery to the City.
 - q. Assist the construction contractor gathering and distributing to the City all owner's manuals, warranty information, any AES or CenterPoint Energy utility rebates, and all other necessary close-out documentation.
 - r. Provide to the City a final digital (.dwg) design file accompanying the digital submission of all closeout material.

SCHEDULE

The design for the improvements must be started as soon as practical. Enough time shall be given for proper code review and focus group meetings with each Department prior to soliciting pricing for the trade work. Firm is to provide a schedule, including estimated dates, in their proposal that shows every attempt to expedite this project to meet the following milestones:

- Initial project kick-off meeting.
- 10% review. Sixth Floor & Fourth Floor focus group meetings. The intent of these meetings is to learn about each individual Floor, Department, and Division for their space requirements, human-count, functionality requests, proposed layouts, etc.
 - Each floor shall have its own focus group meetings with key staff representing the City. These will be held on site and at a minimum, every three weeks. The Firm can recommend the ideal meeting occurrence and allow fluidity based upon necessary time to address comments and present updates.
 - The Firm shall utilize best practices and their experience to recommend the ideal number of focus group meetings to properly budget for time and design fees during this time.
 - Although not necessarily included for the sixth and fourth floor focus group meetings, the facility-wide HVAC improvements shall be introduced. At this milestone, proposed interior and exterior unit options, and locations, shall be reviewed along with high-level costs.
 - Phasing and sequencing for construction shall be discussed.
 - At each meeting the Firm shall update the design based upon the agreed upon comments and recommendations. Once each focus group agrees upon the proposed layout of the floor, the Firm shall work to begin the next milestone.
- 25% review. At this time the FFE design services can begin. The Firm shall work to identify proposed FFE based upon the agreed upon floor layouts. Focus group meetings will continue to occur to review and determine the proposed furniture sizing, layout, and style.
 - This milestone is under the assumption that the agreed upon floor layout is practical and feasible. If fine tuning of space dimensions are still required, FFE design can be postponed to ensure dimensions are accurate.
- 50% review. At this point the design shall be detailed enough to provide verification that the proposed layout is feasible. Initial trade work shall be identified for all areas of work. Facility-wide HVAC improvements shall begin to show proposed demolition and improvements.
- 75% review. At this point the design should be detailed enough to show all trade work and facility-wide HVAC improvements. Construction costs shall be updated to verify work can be completed within the overall project's budget.
 - FFE design shall be nearly completed based upon furniture sizing, layout, and style. Estimated construction costs for FFE shall be provided to determine if these items can be included in the base bid or bid as an add alternate.
- 100% review. At this point the design should be ready for all permit applications.
 - Final construction/bid set of drawings and specifications to be signed and stamped for all permit application and public bidding upon acceptance of all City comments.
 - An itemized estimate of cost (per Division or another mean of delineation), shall be delivered to the City such that Procurement Enhancement Program project goals can be reviewed and assigned.
- Public Bidding Phase (to begin no sooner than three – four weeks after 100% milestone):
 - Week #1: first week of advertisement (Monday).
 - Week #2: second week of advertisement (Monday) and site visits (Tuesday preferred).

- Week #3: third week of advertisement (Monday). This will only be needed if funding requires three consecutive advertisements or if the Firm believes an extra week is needed due to the size and scope of the project.
 - If a third week of advertisement is not needed, bids will open online on Thursday.
- Week #4: open bids online (Thursday) if an additional week of solicitation is recommended or required.
- Contract Award Phase:
 - Award construction contract at City Commission meeting (Wednesday), typically four - five weeks after bids are opened.
 - Notice to Proceed is issued to construction contractor, on average two - three weeks after award.
- Final Completion of Construction no later than December 31, 2025.

PROPOSAL RESPONSE REQUIREMENTS. A prospective Proposer's response to this RFP shall include the following information at a minimum. The proposal should address the requirements in a clear and concise manner in other order stated herein. Proposals that do not adhere to the following format or included the required information/documents may be considered incomplete and therefore unresponsive by the City. The City reserves the right to seek additional/supplemental information on specific issues as needed.

A) Qualifications of the Firm:

Provide a description and history of the Firm, and any and all proposed subfirms, focusing on major renovations and HVAC improvements in urban facilities. Provide a list of related projects (including dates of each project, project budget, and scope of work) that you (and all proposed subfirms) completed and/or had substantial involvement. It is highly recommended to elaborate on previous projects that required:

- Working in aged facilities and in areas that have unique existing layouts and conditions, such as City Hall.
- Facility-wide HVAC and controls improvements. There should be a high emphasis on this experience to show successful knowledge and design of HVAC improvements in a facility of this size, age, and layout that is not with a centralized cooling system. The Firm and subfirms shall include and emphasize experience designing modifications and improvements to equipment of similar style, however emphasis should be shown for work with Mitsubishi.
 - Elaborate on success with these units, systems, and controls.
 - Elaborate on lessons learned or any issues that arose based upon existing conditions, building layout, or age that played a role in the outcome of the project.
 - Provide details and information on the level of involvement the Firm and subfirms provided to the Owner after project acceptance and up to the end of the project warranty and/or second start up.
- Success with potentially managing several subfirms in various trades.
- Ability to oversee and provide construction administration services.
 - Provide information and experience about projects that had a high level of construction oversight.
 - Include projects that you Firm designed and managed throughout the duration of construction.
- Elaborate and explain the pre-project planning that is typically performed based upon the milestones listed in Schedule above. Explain the timing and process for project planning and working with Owners to determine the proposed layout. Include your approach and how you have been successful working with various Owners to come to a collective agreed upon proposed layout.
- Provide project history and experience designing and selecting FFE for renovation projects. For each project, include a brief timeline of the steps and approach your Firm followed from the beginning to furniture install and acceptance.

Provide at least three (3) references for which the Firm has performed services within the past five (5) years that are similar to the requirements in the Statement of Work. Provide the reference name, address, email address, telephone numbers and date of contract (Form provided).

B) Qualifications of Staff

Provide a graphic and narrative description of the organizational structure for the provision of services to the City, specifically outlining each individual's primary responsibilities, areas of expertise, and services to be provided. The overall project manager, engineer(s), architect(s), and other individuals who will be assigned to coordinate the activities of the Firm must be identified. Provide professional qualifications and experience (resume is sufficient) within the past five (5) years for all individuals identified for engagement, as well as a narrative description of similar project experience. Resumes of Firm principals are not required unless they are proposed as active, integral members of the project team. Firm

C) Ability to Address RFP Requirements/Project Timeline

The Firm must describe your availability to the City and your approach for managing the project. How does this project compare to similar projects in which you have led?

- The Firm (including all proposed subfirms) is to discuss and disclose any and all current and proposed contracts and how these would relate to your availability for this project.
- Include a discussion of your project management approach including project staffing.
 - Staff already identified in the qualifications section can be revisited again to show their overall availability throughout this project.
- Describe the proximity of the specific office or location that will perform the work.
 - How available is your office, or subfirm's office for an impromptu site visit should an issue arise?

- How available is your office in regards to response time during design, but specifically during construction should RFI's or other issues arise?
- Provide a schedule with an anticipated starting date listed in Section 1.02 (RFP Schedule). This schedule shall be detailed enough to highlight meeting project milestones, other important dates, necessary updates with the City, and anticipated completion date(s). The City wishes to begin working on design, and ultimately construction, as expeditiously as possible. Use this opportunity to show your proposed schedule for the design of this project.

2.04 Pricing Structure. PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN **180** CALENDAR DAYS AFTER THE RFP CLOSING DATE. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City's Ordinances and Charter in conjunction with the Ohio Revised Code and all associated Federal ARPA regulations.

Firm shall itemize each invoice for the lump sum fees as well as any charged allowances.

SEE EXHIBIT E FOR THE PRICING SHEET

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Procurement.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT STANDARDS 2 CFR PARTS 200.317 – 200.326

§200.317 Procurement by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When

it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part.

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product.

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1403 (Office)
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on July 1, 2026, whichever date is earlier. There will be no allowable extensions to this contract unless the Federal Guidelines and US Treasury Guidance extend the time frame of the funding and allow contract adjustments.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in the Scope of Work above, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

Contractor shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one-year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services provided up to the date of termination. Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
 Address: _____
 City, State Zip Code _____
 Attention: _____
 Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

Contractor acknowledges and accepts that the City of Dayton's HRC will attach "Minority Business Enterprise" (MBE) goals to grantee's projects to encourage the evaluation and, if appropriate, selection of minority-owned businesses in the delivery of projects. The City of Dayton's aspiration is to engage MBEs in at least 25% of procurements.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically, rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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M. PCI COMPLIANCE

Bidder/proposer ("Offeror") represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
 - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
 - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or <https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795>).

Selection one of the following and initial on the adjacent line:

Not Applicable (“N/A”) _____

Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton. ___

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City of Dayton, Ohio
 Department of Public Works
**PROFESSIONAL DESIGN & CONSTRUCTION ADMINISTRATION SERVICES FOR THE FACILITY
 RENOVATIONS & HVAC IMPROVEMENTS PHASE 1**
 RFP No 22-032PWPM
 September 2022

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer’s name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer’s Phone Number: _____

Proposer’s Fax Number: _____

Proposer’s E-mail Address: _____

Form of Ownership **Sole Proprietorship** **Franchise** **Partnership** **Corporation**
 Joint Venture **LLC** **Other (Specify):** _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. Yes No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.



City of Dayton, Ohio
Department of Public Works
PROFESSIONAL DESIGN & CONSTRUCTION ADMINISTRATION SERVICES FOR THE FACILITY
RENOVATIONS & HVAC IMPROVEMENTS PHASE 1
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September 2022

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 22-032PWPM. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Public Works

PROFESSIONAL DESIGN & CONSTRUCTION ADMINISTRATION SERVICES FOR THE FACILITY
RENOVATIONS & HVAC IMPROVEMENTS PHASE 1

RFP No 22-032PWPM

September 2022

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 31876-21, the City of Dayton is prohibited from Procurement, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 31876-21.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered “forced labor” under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

Fax No.: _____



EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



Type of Tax Filing: (check all that apply)

- 1. Employee Withholding FEIN #
2. Corporate Earnings FEIN #
3. Individual Ownership Earnings SSN #
4. Partnership Earnings FEIN #

Company Name Phone #

Mailing Address City St. Zip

Local Business Address City St. Zip

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits Dayton Wright Brothers Airport Dayton International Airport NONE

Date Business Started in Our Taxing Jurisdiction

Your Accounting Period? Calendar Year or Fiscal Year ending on

Withholding Information *Quarterly Withholding cannot exceed \$600.00

- Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction
Do you submit withholdings QUARTERLY* or MONTHLY?
Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes No

Do you use Subcontractors? Yes No If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature Title Date

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401 (937) 333-3500 ~ Fax (937) 333-4280

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