



DAYTON

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

Professional Design Build Services for City Hall Renovations

REQUEST FOR PROPOSAL (RFP) No. 19009PWPM

May, 2019

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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, Public Works
Andrew Marks, Senior Engineer II
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-3857
Fax: (937) 333-4077
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 Purchasing 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:	May 28, 2019
Voluntary Site Visit:	10:00AM – 12:00PM local (Dayton OH) time on June 5, 2019
Last Day to Submit Questions:	3:00 PM local (Dayton OH) time on June 7, 2019
Written Responses to Questions:	June 12, 2019
Due Date for Proposals:	11:00 AM local (Dayton OH) time on June 24, 2019
Contractor is Selected:	Anticipated by July, 2019
Contract is Awarded:	Anticipated be in July, 2019
Notice to Proceed Issued:	Anticipated be in August, 2019

1.03 SITE VISIT. The City shall conduct a voluntary site visit. The date and location of this visit is listed in Section 1.02 (RFP Schedule). The intent of this site visit is to:

- Review the Project Location – Visit and tour the areas to be renovated. This site visit will tour the existing areas and layouts only. All attendees must sign in at the front desk on the first floor prior to the beginning the visit. The site visit is come as you wish and these areas will be open during this time window.

This may be the only opportunity for the Contractor to visit the project location and see the proposed areas. Each proposer should limit representation at this meeting to no more than two persons.

1.04 SUBMITTING A PROPOSAL. Each Vendor seeking consideration for performance of services related to this RFP must submit a proposal. Proposers are to submit one (1) original copy signed by an officer authorized to bind the company and five (5) copies of their written proposal and one (1) electronic version provided on a flash drive. All proposals shall be sealed, properly addressed with the name of the Vendor and sent to:

RFP No. 19009PWPM Professional Design Services for City Hall Renovations
City of Dayton, Division of Procurement, Room 514
Melissa A. Wilson, CPPB
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by 11:00 AM on the date 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. Faxed and e-mailed proposals are **not** acceptable.

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 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.

1.05 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.

1.06 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.

1.07 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	Percentage Possible
1	Previous Experience/Qualifications/References/Portfolio	40%
2	Pricing	30%
3	Ability to Address RFP Requirements/Project Approach/Schedule	20%
4	PEP Certified Vendor	5%
5	Dayton Local Business	5%
	Total Points	100%

1.08 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 City of Dayton, Department of Public Works is seeking proposals for professional design & build services to conduct a current site survey, create designs, prepare construction plans and specifications, and perform construction for the renovations of various areas within City Hall. The project will include all necessary mechanical, electrical, plumbing, structural, fire suppression, A/V, structured cabling, etc. improvements into each affected area. It is recommended that that this project will be done in Phases, as outlined in the following sections.

2.02 BACKGROUND INFORMATION.

The City of Dayton 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, a conventional reinforced-concrete frame/brick veneer finish building, was originally opened in 1908 as a YMCA. Around 1940, the City of Dayton acquired the building and created what is now City Hall. The City employs approximately 1,950 employees, with over 200 based at City Hall. Over time there have been several different remodels and renovations to various floors.

City Hall has three elevators: two passenger elevators in the center of the facility and one freight elevator in the northeast corridor of the facility. There is a fire alarm system that was installed within the last ten years, as well as a fire suppression system on the first floor and basement only. This facility has roughly 21 individual split system fan coil and condensing units servicing certain areas throughout the building. These locations vary from rooftop units, exterior units, interior units in closets, interior units within suspended ceiling, to other various locations. There are four air handlers as well. Heating is provided by two natural gas steam boilers that are over twenty years in age servicing radiator floor heating in each office. The executive offices throughout the facility have cabinet radiator units. On average the equipment seems to be in fair condition. The electrical system is in fair condition as well; however the City is currently in the process of upgrading the aging electrical infrastructure. These may include the switchgears, distribution panels, switches, etc.

The interior floor finishes throughout City Hall are carpet, vinyl tile, ceramic tile, mosaic tile, and marble. The wall finishes are painted plaster, painted drywall, and ceramic tile in the bathrooms. The ceilings are mostly suspended drop ceiling with some areas having painted plaster. In most cases, the suspended drop ceiling “covers up” the previous renovations and previous ceilings. It may not be surprising to have a few higher ceiling materials above the current drop ceiling.

All plans that the City has on file will be shared with the successful Contractor. Various floor plans, HVAC as-builts, and fire alarm plans are known for City Hall. It is ultimately the successful Contractor’s responsibility to verify all necessary items against the records provided by the City prior to beginning any design work. All proposed design & construction shall meet applicable Federal, State, & Local codes. All proposed design & construction elements shall also be non-proprietary.

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

The purpose of the renovation is for personnel movements, to efficiently occupy current space, and to build-out an area for a larger call center. The areas of work are the sixth floor, fourth floor, and first floor. This proposal shall include design and construction of the areas listed below. It may be required that the Contractor maintain access for City staff to larger areas under renovation.

SIXTH FLOOR RENOVATION

The sixth floor (estimated 11,825sf) currently houses about half (twenty-five) of the employees in the Department of Planning & Community Development. This renovation will move the public entrance from its current location to the existing training room and expanded to create a public lobby. The existing entrance will become a secured entrance for employees only.

It is desired to create separate areas for each work group (five) within the Department while maintaining at least one office in each area for the group supervisor. This floor shall have at least one large conference room, suitable for upwards of fifteen people, one huddle room for each group, and at least two storage rooms to be shared amongst the floor. The remaining area can be unique, innovative, and open; suitable for fifty-two employees.

FOURTH FLOOR RENOVATION

It is proposed to renovate a small portion (estimated 1,850sf) of the fourth floor from walled offices to a large conference room. The proposed area for this conference room is in the northwest corridor of the floor. Currently there are 10 offices and 1 conference room in this area that will be renovated.

FIRST FLOOR RENOVATION

It is proposed to build-out a new consolidated call center within the northern corridor (estimated 6,300sf) of the first floor. This area was remodeled by internal staff a few years ago to its current open workstation environment consisting of five walled offices and six bays with four workstations each. The walled offices can be removed and turned into open workstations while the existing bays can be shifted and staggered to allow room for a call center. The proposed call center shall be designed and constructed for sixteen people with an ideal area of 36sf/each, three workstations, and one huddle room sized for at least five people.

GENERAL NOTES

The selected Contractor shall provide complete project management (design & construction) for the above scope of work. Construction plans and specifications shall adhere to the City of Dayton Construction and Material Specifications (Latest Edition), as applicable and any and all Federal, State, and Local codes. No construction shall commence until all necessary City of Dayton permits have been issued, as required. The Contractor is responsible for applying and obtaining all required permits. Any and all environmental material studies and abatement is to be included in the proposed design and construction fees. The City wishes to use the highest quality of material, of which, shall be non-proprietary. The expected design deliverables are, but not limited to, the following:

- Material Submittals: Manufacturer's product data, installation instructions, and O&M information for all proposed materials.
- Plans and specifications prepared and stamped by a Registered Architect &/or Registered Professional Engineer. These shall be delivered in Mylar, digital (.pdf), and AutoCAD (.dwg) formats.
- Ensure as-built drawings are prepared and maintained during construction. These will need to be reviewed for accuracy prior to delivery to the City.
- Gather and distribute to the City owner's manuals, warranty information, any potential Dayton Power & Light (DP&L) &/or Vectren utility rebates, and all other necessary close-out documentation.

SCHEDULE

The City wishes to have the call center design and construction started as soon as possible (Phase 1A). The Contractor is to provide a schedule in their proposal that shows every attempt to expedite the design to hit milestones based upon the following:

- 30% Review: Provide at least two-three designs included updated construction cost estimates to be reviewed by the City for final selection.
- 50% Review
- 90% Review
- 100% Review: All final construction documentation must be issued to the City by October 18, 2019. This is to include construction drawings, specifications, and estimates of cost.

After official acceptance of the call center design, Phase 1B will commence which will consist of the construction of the call center and the design for the sixth and fourth floor renovations. Lastly, Phase 2 will then begin the construction of the sixth and fourth floor renovations. These phases will be executed as Amendments to the contract.

2.04 EVALUATION AND SELECTION PROCESS.

Responses shall be organized in a three ring standard binder. The Contractor's responses must be brief and concise, containing no more than 25 single-sided standard letter (8 ½" x 11") size pages (not including coversheet, tabs, required forms/exhibits and resumes). The following are the required submittal contents, together with the potential points available for each content category:

Qualification of Firm and Past Performance

Contractor and each of its proposed Subcontractors for this project shall provide a narrative of prior experience within the past five (5) years and qualifications in engineering & architectural design & build renovations in urban buildings. Provide a list of related projects (including dates of each project, project budget, and scope of work) that

you (and all proposed Subcontractors) completed and/or had substantial involvement. Include a description of the work performed, identify the percentage of the total project completed by you (and each Subcontractor) and any special practices that were implemented to assist your clients achieve their goals. It is encouraged to elaborate on any “lessons learned” from past experience. The Contractor shall also emphasize previous experience in engineering & architectural design & build renovations in buildings over 75 years in age as well as projects in which the overall renovations elapsed several phases and years.

Key personnel for this project

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), construction superintendent(s), construction foreperson(s), and other individuals who will be assigned to coordinate the activities of the Contractor 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.

Ability to Address RFP Requirements/Project Approach/Schedule

The Contractor must describe your availability to the City and your approach for managing the project. The Contractor must include a discussion of their project management approach including project staffing. Describe the proximity of the specific office or location that will perform the work. The Contract shall also 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. It is imperative that the schedule listed, provided, and developed between the City & the successful Contractor must be strictly met. A construction schedule, given the information provided in Section 2.03 (Scope of Work/Project Requirements) shall also be provided highlighting important dates & milestones assuming an estimated notice to proceed date of four weeks after October 18, 2019.

The Contractor shall show initiative and creativity towards designs and implementation. The proposal should also include energy efficient and LEED aspirations and techniques for the proposed designs and renovations that are cost effective within the allowable project budget.

References/Documentation of Continual Follow Up for Two (2) Years

Provide the name, address, telephone number and email of at least three (3) clients that are familiar with the quality of work performed by you of similar nature. Three (3) client references should also be supplied for each proposed Subcontractor as well. The overall references for the successful Contractor may be the same as the references listed in Exhibit B.

2.05 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. This proposal will only award pricing based upon Phase 1A. The City reserves the right to negotiate with the second lowest ranked Contractor on future phases if work on previous phases have not been satisfactory.

City Hall Renovations	Pricing
First Floor Call Center Design (Phase 1A)	\$ _____
First Floor Call Center Design Estimated Construction (/sf) (Phase 1B)	\$ _____
Sixth Floor & Fourth Floor Design (Phase 1B)	\$ _____
Sixth Floor & Fourth Floor Estimated Construction (/sf) (Phase 2)	\$ _____

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 Purchasing.

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 ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

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 December 31, 2021, whichever date is earlier.

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.

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.

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.

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. _____

N. LIVING WAGE ORDINANCE

“I certify the proposing entity complies with the 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



City of Dayton, Ohio
Department of Public Works
Professional Design Services for City Hall Renovations
RFP No. 19009PWPM
May, 2019

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.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office in/nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Public Works
Professional Design Services for City Hall Renovations
RFP No. 19009PWPM
May, 2019

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. 19009PWPM. 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 Services for City Hall Renovations
 RFP No. 19009PWPM
 May, 2019

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, 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 301-97.

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.

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

CS-25c