

WESTCARE OHIO, INC.
(dba EAST END COMMUNITY SERVICES)
501(C)3 Not-for-profit

Recipient under Dayton Recovery Plan Grant Agreement
American Rescue Plan Act (ARPA)
Demolition of 405 XENIA AVE., DAYTON, OH 45410

REQUEST FOR Qualifications (RFQ) for Demolition

25% Minority Business Enterprises (MBE) Participation Goal

October 2023

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SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Direct all communications regarding the RFQ process to:

WestCare Ohio, Inc. (dba East End Community Services)
Jan Lepore-Jentleson, Executive Director
624 Xenia Avenue
Dayton, Ohio 45410
Telephone: (937) 259-1898
E-Mail: jan.lepore-jentleson@westcare.ohio.org

All communications/questions concerning this RFQ must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFQ Schedule). Written responses will be provided by WESTCARE OHIO, INC. (DBA EAST END COMMUNITY SERVICES, INC.), [HEREAFTER “WESTCARE, OHIO”], and disseminated to all contractors via email. Changes to this RFQ will be made only by formal written correspondence issued by the preparer.

A copy of this RFQ proposal and any additional documentation may be found at the EAST END COMMUNITY SERVICES website at: www.east-end.org. It may also be found on the Facebook page of EAST END COMMUNITY SERVICES.

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

Issue RFQ:	Monday, October 23, 2023
Mandatory Pre-Bid Meeting:	9:00 AM, local Dayton, Ohio time, Monday, October 30, 2023, at the project site, 405 XENIA AVE.
Last Day to Submit Questions:	5 PM, local Dayton, Ohio time Monday, November 6, 2023
Written E-mail Responses to Questions:	On or before 5:00 PM, local Dayton, Ohio time Monday, November 13, 2023
Due Date for Proposals:	12 Noon, local Dayton, Ohio, Monday, November 20, 2023

1.03(*)PRE-BID MEETING. WESTCARE OHIO shall conduct a mandatory pre-bid meeting as noted within RFQ Schedule. The purpose of the pre-bid meeting is to: (1) Respond to questions regarding bid request requirements; (2) Field verify building and site conditions; AND (3) Discuss MBE participation requirements (goal of 25%). Additional questions following pre-bid meeting may be submitted via email to: jan.lepore-jentleso@westcare.ohio.org.

1.04 SUBMITTING A PROPOSAL. Each Contractor seeking selection for demolition services pertaining to this RFQ must submit a bid proposal. All proposals shall be submitted in person at 624 XENIA AVE., DAYTON, OH as hard copies (total of 3 copies) in a single envelope addressed as follows:

**RFQ DEMOLITION OF 405 XENIA AVE., DAYTON, OHIO
AMERICAN RESCUE PLAN ACT (ARPA) & DAYTON RECOVERY PLAN**

**ATTENTION: JAN LEPORE-JENTLSON
EXECUTIVE DIRECTOR
WESTCARE, OHIO INC.
DBA EAST END COMMUNITY SERVICES, INC.
624 XENIA AVENUE
DAYTON, OH 45410**

WESTCARE OHIO 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 WESTCARE OHIO, and the City of Dayton. It also reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFQ or to be issued in subsequent RFQs. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

WESTCARE, OHIO 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, WESTCARE, OHIO 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 WESTCARE, OHIO.

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 RFQ.

WESTCARE, OHIO does not guarantee that any contract will be awarded because of this RFQ. If a contract award is made but the contract is not executed, WESTCARE, OHIO 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 RFQ. The letter must be on the form provided in Exhibit B.
- **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 B.
- **Proposal Response** as per Section 2.
- **Statement of Qualifications (SOQ)** as per Sections 1.08 and 2.16.
- **Statement of Exceptions to RFQ requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFQ, including the Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFQ section/sub-section numbers. Any other departures from the RFQ are to be identified and failure to do so shall make the proposal non-responsive. 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 RFQ Requirements
- **References.** Provide a list of references on form provided as Exhibit C.

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 RFQ
- 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.
- Company has open enforcement actions or compliance actions, or certifications are suspended for demolition by U.S. or State of Ohio.
- Company has a current Asbestos Survey and Post Abatement Inspection contract or Asbestos Abatement contract with the Department of Planning, Neighborhoods & Development

1.07 CRITERIA.

The selection committee will evaluate each statement of qualifications (SOQ) submitted based on the following criteria. After receipt and review of the statement of qualifications, WESTCARE OHIO may elect to have the statement of qualifications presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the WESTCARE OHIO prior to this RFQ will be considered in the evaluation process of this RFQ. The 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 Requests for Qualifications (RFQs) only.**

1.08 EVALUATION OF STATEMENT OF QUALIFICATIONS

The Evaluation Committee will use the following criteria to evaluate all acceptable proposals and to develop recommendations to be presented to WESTCARE OHIO leadership:

- 1) Demonstrated experience in construction and demolition. **40 Points**
- 2) Demonstrated ability to provide the personnel, equipment, and materials necessary to demolish structures. **30 Points**
- 3) Ability to offer WESTCARE, OHIO a proposal which is backed by experience through reference checks. **15 points**
- 4) The spirit and intent of this RFP is to promote full and equal business opportunity to all persons doing business within the City of Dayton. It is imperative that businesses seeking to participate in contracting and procurement activities within the City of Dayton are not prevented from doing so based upon the race or gender of their owners. WESTCARE OHIO and the City of Dayton are committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32). Both WESTCARE OHIO and the City of Dayton's position to encourage the greatest participation possible through utilization of Ohio certified Minority Business Enterprise (MBE's). Certified MBE's will receive **5 Points**.
- 5) It is the policy of WESTCARE, OHIO and the City of Dayton to promote full and equal business opportunity to all persons doing business within the City of Dayton. Further, it is the position of WESTCARE OHIO and the City of Dayton to encourage the greatest participation possible on all projects through utilization of Ohio certified Small Business Enterprise (SBE's). Certified SBE's will receive **5 Points**.
- 6) Conformance with RFQ instructions regarding format of Statement of Qualifications (SOQ). **5 Points**

Total 100 Points

GENERAL GUIDELINES

- 1) Expenses Incurred in Preparing City Statement of Qualification
Neither WESTCARE OHIO nor the City of Dayton accepts any responsibility for any expense incurred by the respondent(s) in the preparation and presentation of an SOQ. Such expenses shall be borne exclusively by the respondent(s). The Contractor must actively manage the administrative requirements of the contract. These administrative requirements include submitting invoices for payment within agreed upon timeframes and providing substantiating documentation to WESTCARE OHIO and the City of Dayton to maintain compliance with granting authorities and applicable federal and state laws. Financial accounting shall follow the standards for generally accepted accounting principles (GAAP) and any audits of the Contractor's records during the contract period shall comply with generally accepted auditing standards. See Item 120-Audits and Records.
- 2) Registration with City of Dayton
By submitting an SOQ, the respondent agrees that if selected for award of this RFQ, if not already registered, that it will do so within seven (7) business days of being offered an award.
- 3) Debarment
By submitting an SOQ, the respondent certifies that it is not currently debarred from submitting SOQs for contracts issued by any political subdivision or agency of the State of Ohio or Federal government, and that it is not an agent of a person or entity that is currently debarred from submitting SOQs for contracts issued by any political subdivision or agency of the State of Ohio or Federal government.
- 4) Additional Information
Questions about this RFQ must be submitted via email directly to the contact first identified in section 1.01 of this RFQ. Respondents are cautioned that any statements made by the contact person that cause a material change to any portion of the RFQ shall not be relied upon unless subsequently ratified by a formal written amendment.
- 5) Release of Information
WESTCARE OHIO will not release information submitted in response to this RFQ during the evaluation process or prior to an engagement award. After all respondents have been notified of the engagement award, respondents' SOQs will be available in accordance with WESTCARE OHIO's public information policy.

1.10 MISCELLANEOUS ITEMS.

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

- The qualified respondents will be eligible for the duration of the contract unless disqualified directly from performance or loss of required licensure/qualification.
- In order to make pricing more consistent and provide a measurable base inflationary mark, the future years will be based on +/-CPI plus 2% of their initial price submission.
- **The contractor shall pay the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau, or the U.S. Department of Labor to laborers and mechanics performing work on the project, as applicable. The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of section 4115.03 to 4115.22 ORC, or the Davis-Bacon Act, as applicable.**

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. As a direct recipient under the Dayton Recovery Plan, the City of Dayton was awarded \$138 million. WESTCARE OHIO is a sub-recipient under said Plan.

WESTCARE OHIO seeks bids from qualified contractors to provide demolition services to remove the commercial building and related site improvements at 405 XENIA AVE., DAYTON, OHIO 45410. Interested contractors shall submit their Statement of Qualifications in response to the following requirements noted herein. Given that WESTCARE OHIO intends to review all Statement of Qualifications (SOQ's) submitted, no guarantee of being awarded the project is made to any contractor. Further, WESTCARE OHIO reserves the right to cancel a demolition up to the start of the demolition process.

2.02 BACKGROUND INFORMATION.

The Contractor shall provide all materials, equipment, tools, and personnel required for the commercial structure demolition, disposal of demolition debris (including related site improvements), and subsequent site fill, grading, seeding (and overall restoration) at 405 XENIA AVE., Dayton, Ohio. As shown on the attached parcel exhibit, the property is comprised of City of Dayton Lots Numbered: 4489 thru 4491; and Montgomery County Parcel ID Numbers: R72-02007-0012 thru 14. Total lot area consists of 7,623 sq. ft. of impervious surface (including building and site improvements).

The property is located along the north side of a busy mixed use commercial corridor, and further bounded by Ambrose St. and an adjoining elementary school further north, a 2-Story single-family residence (west), and a (16') Publicly dedicated alley to the east. Consequently, the Contractor should understand that significant pedestrian and vehicular movement and circulation is occurs routinely in and around the site on a daily basis.

2.03 SCOPE OF WORK.

The project work scope includes the following:

- **Building Demolition.** Removal of 2,960 sq. ft., single-story former convenience retail building (measuring 40'-0" x 74'-0").
- **Base Building Construction** consists of concrete masonry block material and steel truss roof structure/deck. The building interior features a concrete floor slab at or near grade, along with below grade perimeter footings/foundation.
- **Exterior Site Removals.** In addition to removal of foundations/footings associated with the building structure, additional exterior removals include private sidewalk and parking surfaces, as well as subsurface concrete footings/foundations associated with improvements/structures no longer on the property. This includes:
 - **Freestanding Commercial Sign Foundation Structure.** Refer to site exhibit.
 - **Free-standing Light Pole Foundation Structures** (total of two). Located along the southeast and southwest corners of the property.
 - **Rear Perimeter Landscaping Structure** containing below grade concrete slab material (within planted area), as well as above-grade exposed concrete barrier curb. Located along North Lot Line of Property.
 - **Asphalt Material** associated with the former off-street parking areas located EAST and NORTH of building. Refer to site exhibit.
 - **Private Concrete Sidewalk material** located on the site. Refer to site exhibit.
- **Fill, Grading & Seeding Resulting in Site Restoration.** Refer to Section 2.04 *Quality Control*, as well as summary of *Construction and Material Specifications, City of Dayton* (Attachment 1).
- **Coordination & Communication with Stakeholders.** The Contractor will remain in close coordination and communication regarding and prior to the commencement of demolition-related project activities. **Stakeholders shall be interpreted to mean any designated WESTCARE OHIO project manager or agent; the resident/homeowners at 401 XENIA AVE. (contiguously west of property); the Building Principal at Ruskin Elementary; and any additional person(s) whose knowledge and awareness of ensuing demolition phasing is deemed a matter of interest and concern.**

2.04 DEMO SPECIFICATIONS & QUALITY CONTROL

The qualified Proposer(s) will provide all tools, labor, and materials for demolition of the commercial structure located at 405 XENIA AVE. The work must be completed as requested and within the time line noted, unless modified by WESTCARE OHIO.

- A. Availability and Response: Contractor is required to provide WESTCARE OHIO with a 24 hour per day contact number upon contract award.
- 1) Response means to be on the scene with appropriate equipment, personnel and resources to accomplish the task required, begin work and continue uninterrupted until the situation has been resolved to the specifications or standards set by WESTCARE OHIO.
- B. Materials – The contractor will supply all materials, tools, and personnel for the demolition and disposal of the structures. All work must be done in strict compliance with the laws of the City of Dayton, Montgomery County, and the State of Ohio.
- C. Permits. The contractor will obtain all required permits including, but not limited to the following: **Wrecking Permit** from City of Dayton, Department of Building Inspection; and **Ohio EPA Permit** providing advance notice of intent to demolish.
- D. General Specifications for Demolitions:
1. The Contractor will use dust control measures to reduce dust and any airborne materials from traveling from the demolition site. The Contractor will also use measures to remove or reduce sediment on roadways and sidewalks caused by the demolition process.
 - 2) Removal and disposal of all materials as noted under Section 2.03 above.
 - 3) Backfill- All back-fill material shall be furnished by the Contractor. The Contractor shall exercise care to protect existing utilities during earthwork operations.
 - i. The excavation will be back-filled with pit or bank run gravel composed of a mixture of gravel, sand and a small percentage of loam, which shall be suitable to flush when this method is used to solidify the back-fill.
 - ii. If an excavated site is not back filled within 1 business day after the initial demolition, then the Contractor shall secure the site with snow fencing.
 - iii. Voids under sidewalks or streets in the rights-of-way that are created or discovered by the Contractor, shall be back-filled and compacted in accordance with Section 200 of the City’s Construction and Material Specifications.
 - 4) Completion of demolition shall include final lot grading and seeding to establish a lawn. In accordance with the to the specifications below.
 - i. Perform grading within contract limits, including adjacent transition areas, to new elevations, levels, profiles, and contours to provide positive drainage at a uniform rate of not less than 3:1. Provide uniform levels and slopes between new elevations and existing grades, Finish surface shall be smooth, free of lumps, humps and hollow voids and left ready for seeding.
 - ii. Grade surfaces to assure areas drain away from structures and to prevent ponding and pockets of surface drainage. The surface changes and as follows:
 - a) Rough Grading: Plus, or minus one tenth of a foot (0.10’) sub-grade tolerance. Finish required will be that ordinarily obtained from either blade-grader or scraper operations.
 - b) Sub-grade: Provide sub-grade surface free of exposed boulders or stones exceeding one inch (1”) in lawn areas, including any and all debris brought to the surface during cultivation.
 - c) Paved Areas: All existing paved (hard surface) areas located within the contract limits i.e., walk, drives shall be removed.
 - d) Topsoil: Soil must be free of all toxic materials, plant growth, stumps, roots, stones, clay lumps or any other foreign material. See item 653.02.
 - e) Soil Infestation: It shall be free of noxious weeds and free of curl grub infestation. Where a grub infestation breaks out within 8 weeks or installation, all plant growth and soil shall be removed and replaced.
 - f) Drainage Swales: Grade to be profiled at a degree necessary to remove surface water from contract site.
 - iii. The Contractor must excavate to elevations and dimensions according to site conditions. Remove loose, soft materials, and all organic matter.

- iv. Cleanup and disposal of excess material in the form of bulk trash, debris and equipment.
 - v. Provision of all material, equipment, and apparatus not specifically mentioned herein, but which are obviously necessary to complete the work specified.
 - vi. The Contractor shall be familiar with the soil conditions on the site and shall thoroughly understand all recommendations associated with the grading.
 - vii. The Contractor shall comply with erosion control measures to prevent run-off of sediment and other unsuitable materials to the storm drain system.
 - viii. The Contractor must adhere to the following specifications
 - a) State and Local (City of Dayton Construction and Materials) Specifications
 - b) American Society for Testing and Materials (ASTM).
 - ix. Except as otherwise provided, site grading shall be paid for in accordance with Sections 200, “*Earthwork*” of the *City of Dayton Specifications*. Earthwork/site grading shall be paid for as bid, whether in a lump sum or based on square footage measured in place by the approved surveying methods.
 - x. Preparation for Seeding and Mulching:
 - a) Limit preparation to areas that will be immediately seeded.
 - b) Loosen topsoil of lawn areas to minimum depth of 2 inches, if compacted. Remove stones over 1” in any dimension, sticks, roots, rubbish, and extraneous matter.
 - c) Apply limestone at a rate to adjust pH topsoil to not less than 5.5 or more than 6.7. Distributed evenly by machine and incorporate thoroughly into topsoil.
 - d) Grade lawn areas to a smooth, free draining, even surface with a loose, moderately coarse texture.
 - e) Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.
 - xi. Seeding:
 - a) Seed immediately after preparation of bed. Spring seeding between March 1 and May 15 and fall seeding between August 15 and November 1, or at such other times acceptable to the City of Dayton Nuisance Abatement Specialist. **Note: All Perennial weeds must be chemically eliminated prior to seeding.**
 - b) Seed only indicated areas within contract limits. Areas outside contract limits disturbed as a result of construction shall be the responsibility of the contractor. **Any and all repairs and/or corrections to the adjacent sites shall be at the expense of the contractor.**
 - c) Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two (2) directors, at right angles to each other.
 - d) Sow grass seed at a rate of 6lbs per 1,000 sq. ft. as recommended by type of seed used.
 - e) Incorporate seed into top ¼” of soil and roll; and not more than ½’.
 - f) Grass seed must be one of the options below:
 - a. Tradition
 - b. Tradition with up to 15% annual rye grass
 - c. ODOT 3b slope lawn mixture
 - xii. Mulching
 - a) Place straw or fiber mulch on seeded areas within 24 hours after seeding.
 - b) Place straw mulch uniformly in continuous blanket at the rate of 2 ½ tons per acre, or 2 bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the City of Dayton Nuisance Abatement Specialist.
 - c) Remove all noxious and local weed, shrubs, and brush type species from the site, including root zone. Ensure that this material is exported off site and disposed of in the correct manner.
- 5) Contractors intending to use City of Dayton water shall make arrangements with the City’s Finance Department for metered connections and shall pay for all water at City of Dayton rates, plus the required meter deposit.
- 6) All Work will be subject to inspection and approval by WESTCARE OHIO. When approved by the Engineer, soil compaction testing may be required to be performed by a City approved independent testing laboratory under the supervision of an Ohio registered geotechnical engineer at the expense of the Contractor.
- 7) Remove all concrete pavements on site. This will include but not limited to driveways, parking lots, sidewalks, patios, and steps, unless instructed otherwise.

- 8) Immediately upon completion of the work of the project, the contractor shall, at its sole expense, clean up and remove all refuse materials of every kind and transport all rubble and junk to approved sites or dumps, fill depressions, restore the ground surface to an even finished grade. The contractor shall provide written documentation stating the specific location wherein refuse material is deposited or dumped. The contractor shall always keep the premises clean and safe as accumulation of refuse material shall not be tolerated.
- 9) All adjacent properties, structures of any nature, fences or vehicles that maybe affected by the work SHALL BE PROTECTED AND MAINTAINED BY THE CONTRACTOR AND SHALL NOT BE DISTURBED OR DAMAGED DURING THE PROGRESS OF THE WORK; all expenses of whatever nature arising from such disturbances, or the replacement or repair thereof shall be borne by the contractor.

E. Grading

- 1) The premises must be cleaned and graded to rough grade. A minimum of a 4-inch layer of topsoil must be placed on all areas affected by equipment or removal of structures and paving to facilitate growth of grass.
- 2) Rough grading will be inspected by the Division of Housing and Inspections and is defined as:
 - i. All debris, including large stones, left by demolition work has been removed.
 - ii. Graded area is consistent with surrounding lots.
 - iii. Graded area has uniform surface for distribution of topsoil and grass seed and straw.
- 3) If the site is raised above the street level the Contractor must take necessary steps to prevent erosion and the site must not be leveled below pre-demolition grade. The department must be notified of erosion issues outside the norm to determine if the contractor is to be compensated for erosion control.

F. The Contractor shall place topsoil over any areas that were filled, graded, or otherwise disturbed by the demolition work, to a specified depth of four inches. The topsoil will be spread uniformly, then tamped or compacted. The topsoil will be graded even with the surrounding surfaces or slightly "crowned" to allow for settling. The top 2 inches shall be loose, and the topsoil shall be fertile loam, neither excessive acid nor excessive alkaline, suitable for the growth of turf grasses.

G. Inspections:

- 1) The WESTCARE OHIO designated Project Manager must be notified prior to demolition activities.
- 2) Pre-Wreck Inspection- When requested, the Contractor shall give 24 hours notice to the Project Manager prior to the demolition, during demolition, and upon completion of demolition.
- 3) Back-Fill Inspection- The Contractor shall have an "open hole" or rough inspection performed by the Project Manager prior to the backfill of the lot. The total lot and the hole, caused by the demolition and removal of the structure, are to be free of any and all demolition debris at the time of inspection. The sewer line shall also be plugged before inspection approval is given.
- 4) Site Grading Inspection- The Contractor shall have a final grading inspection prior to seeding the lot. The total lot shall be free of any grading machinery and materials at the time of inspection.
- 5) Final Inspection- the Contractor shall upon the completion of the demolition, rough lot grading and seeding call the Project Manager for the final inspection.
- 6) Final Project Acceptance- The Contractor shall call the Project Manager or designee for final acceptance inspection. See items 115.01-115.06 and 115.08-115.13.
- 7) If the Contractor fails to timely notify WESTCARE OHIO for the required Pre-Wreck and Backfill inspections listed above, the Contractor, at its own expense, shall re-open the hole for inspection re-backfill after the inspection is completed, re-grade, re-seed the lot and call for a final inspection:

Failure to comply with the above inspections may result in non-payment or delayed payment for demolition and site clearance of the structure.

H. It is the policy of WESTCARE OHIO and the City of Dayton 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.

- 1) **A State of Ohio MBE or City of Dayton PEP Contractor must be used for at least Twenty (20) percent of the overall demolition work.**
- 2) If the potential Contractor is not a PEP Certified Company:
 - i. The Contractor must submit a plan to partner with PEP certified businesses to reach the assigned percentage of PEP work.
 - a) This must include a list of partner PEP companies and the percentage of work that will be assigned to them.
- I. WESTCARE OHIO will select the Contractor based on the ability, amount of equipment, capacity, experience, efficiency of the contractor, whether the contractor can provide the services promptly, or within the time specified without delay.
- J. Competency: WESTCARE OHIO shall have the authority to discharge from the project or project site, any Contractor, subcontractor employee or subcontractor employee who shall be found incompetent or in any way detrimental to the best interest of the work.
- K. The contractor is responsible for removing the structure(s) located both above and below ground, both known and unknown, at 405 XENIA AVE. The Contractor shall inspect and satisfy itself as to all geotechnical and physical conditions at the Site and shall be responsible for all necessary work in relation to, or because of, geotechnical and physical conditions both below and above ground. The Owner makes no representations concerning the conditions of the Site.
- L. WESTCARE OHIO will set compensation rate for demolition services based upon predetermined amounts in **exhibit A** and the selected contractors will be paid accordingly.
- M. All work to be performed under the executed contract shall be according to the Construction and Material Specifications, City of Dayton, dated October 1, 2008. For building and debris removal see Items 202.01 through 202.11. WESTCARE OHIO assumes no responsibility for the proper and safe execution of the work. Link to the City's Construction and Material Specifications document: <http://www.cityofdayton.org/departments/pw/ce/Pages/ConstMatSpecs.aspx>

2.05 QUALIFIED CONTRACTOR BID PROCESS ONCE SELECTED.

The Contractor shall furnish the following to WESTCARE OHIO with their RFQ Proposal:

Samples copies of written notifications sent to and received from all regulatory agencies including the USEPA, State of Ohio and the Regional Air Pollution Control Agency (RAPCA) (local air pollution agency).

1. A sample Project Plan or Demolition Design to include the procedures and equipment that will be utilized to complete the work.
2. Standard operating procedures showing how workers, visitors and employees will be protected from exposure and how spaces outside the work areas will be protected from contamination until completion of the work.
3. Safety Plan
4. Exhibit A (Structure Cost Sheet for Demolition Services)

The contractor will be asked to submit their estimate for the demolition work in accordance with the Cost Sheet submitted in Exhibit A of this Request for Qualifications. The estimate must be compliant with Exhibit A (Structure Cost Sheet for Demolition Services).

The criteria for each qualified Contractor to be eligible for bids are as follows:

1. Price – The total cost of completing work on each structure. The price should be all inclusive to the scope as outlined in section 2.04 of this RFQ. Contractor must be adherent to Exhibit A pricing if chosen for contract award. Lack of adherence to quoted price will result in Contractor's disbarment.
2. Availability – The quickest time that a contractor can be mobilized and ready to begin work, not just on-site, and (b) complete work.

2.06 COMPENSATION FOR SERVICES.

Respondent must provide a cost for each structure in **Exhibit A**. The cost must be all inclusive to deliver demolished structure(s) to the specifications of section 2.04.

Compensation is based on the approved prices and costs submitted in response to the Request for Qualification (RFQ) in Exhibit A, satisfactory completion of work, and the submission of a properly executed, correct, and completed invoice with all necessary and

contractually required supporting documentation. There will be a built-in contingency of twenty percent (20%) for any approved additional costs found during the demolition process. **Pricing must include paying workers prevailing wages.**

Contractors must submit bids in accordance with the direction of Request for Qualification. At its sole discretion and at any time, WESTCARE OHIO reserves the right to determine that the Contractor's costs are proper and correct. The Contractor is not eligible for the reimbursement of any costs which are improperly or incorrectly bid, and the Contractor is not entitled to any adjustment in costs upon discovery of any costs which are improperly or incorrectly bid.

2.07 NOTICE OF AWARD PERFORMANCE OUTLINE.

A Notice of Award will be issued by the WESTCARE OHIO Project Manager for the work. The Notice will state the following:

1. Start Date – The date designated by WESTCARE OHIO.
2. Completion Milestones-The deadlines that are determined as described in 2.10.
3. End Date – The estimated Business Days after the start date by which the Contractor will complete the requested work.
4. Building Address – The address is determined by Montgomery County Auditor's Parcel information.
5. Lot Number – Taken from Montgomery County plat records.

The Contractor will not be permitted to commence on-site work prior to the issuance date of the Notice of Award, which will be emailed to the Contractor-provided email address.

2.08 CONTRACTOR'S RESPONSIBILITIES.

- A. Compliance and Notifications-The Contractor is responsible for complying with all federal, state, and local laws and regulations, which includes but is not limited to obtaining all necessary permits. The Contractor is responsible for making notifications required to conduct the activities requested as part of the Contract. The Contractor must be in good standing with federal, state and local taxing authorities prior to award and maintain compliance during the contract period.
- B. Administrative Management-The Contractor must actively manage the administrative requirements of the contract. These administrative requirements include submitting invoices that correctly state completed work for payment within agreed upon timeframes and providing substantiating documentation to WESTCARE OHIO to maintain compliance with granting authorities and applicable federal and state laws. Financial accounting shall follow the standards for generally accepted accounting principles (GAAP) and any audits of the Contractor's records during the contract period shall comply with generally accepted auditing standards. See Item 120.
- C. 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. Proof of a performance bond on the part of the contractor for **100 percent of the contract price is required in advance of the contract award.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. This is required and failure to obtain a bond will result in cancellation of award.
 - 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.
- D. Work Requests. The Contractor will not be permitted to commence work prior to the issuance date of the Notice of Award.
 - 1) Performance Period: The Notice of Award will state the performance period within which the requested work shall be completed. The Contractor shall begin work within 10 Business days of receipt of the Notice of Award.
 - 2) Notice of Award Contents. Notice provided by Project Manager will state the following:
 - i. Start Date – The date designated by WESTCARE OHIO.
 - ii. End Date – The estimated business days after the start date by which the Contractor will complete the requested work.
 - iii. Structure Address – The address is determined by Montgomery County Auditor's Parcel information.
 - iv. Parcel Identification – Taken from Montgomery County plat records.

- v. Demolition Square Feet – The square footage for demolition of the structure is provided from the Montgomery County Auditor’s Parcel information.
 - vi. No demolition work shall be started or completed without the prior approval of the Project Manager.
 - vii. WESTCARE OHIO shall not be responsible for any work conducted without approval.
- 3) Notification: The Notice of Award will be sent by WESTCARE OHIO to the Contractor via email.
- 4) The Contractor, upon finishing the demolition of a structure shall note the date completed on the work order and include this information on the invoice. All work will be checked for compliance and workmanship prior to acceptance by WESTCARE OHIO. Completed work should be reported each day to prevent misunderstandings and to allow for prompt checking and payment. The Contractor shall call the Project Manager when special problems arise, or the Contractor believes additional demolition services are required.
- E. Project Schedule-The Contractor waives any claims for payment for Work not invoiced to WESTCARE OHIO within 45 days of completion of the project.
- F. Project Schedule Milestones-Item 116.06 of the City of Dayton Construction and Material Specifications is hereby deleted and replaced by the following Section:

Liquidated Damages: If the Contractor fails to meet any of the milestones in the Project Schedule, the Contractor will be liable for liquidated damages for each calendar day thereafter until the work for each milestone is completed, unless the Contractor timely requests and WESTCARE OHIO grants an extension of time in accordance with the Contract Documents. The amount of liquidated damages shall be \$500 per calendar day.

If a delay in work completion in the Project Schedule is caused by WESTCARE OHIO and the Contractor concurrently, the applicable liquidated damages shall be apportioned, and the specific number of calendar days for which WESTCARE OHIO is solely responsible for shall be deducted from the total number of calendar days of the concurrent delay and the Contractor shall pay liquidated damages for the remaining number of calendar days of delay.

2.09 BUSINESS DAY AND HOURS OF OPERATION.

Any day, except legal holidays, Saturdays, and Sundays, on which WESTCARE OHIO permits the Contractor to work is a "Business Day." If permission is given to work on any of those excepted days, such time will be counted as a business day. Also See Item 116.

... Unless otherwise stated in the proposal, 8 hours shall constitute a days' work and 40 hours shall constitute a weeks' work. Work under the contract shall be done only from 7:00 a.m. to 6:00 p.m. No work shall be done at night, Saturday, Sunday, or legal holidays unless special permission is given by the Project Manager.

R.C.G.O. - Item 94-05 Noise Pollution- (J) Construction or repairing of buildings. The erection (including excavating), demolition, altering, or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed 3 days or less while the emergency continues and which permit may be renewed for periods of 3 days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

After hours inspections Monday through Friday, must be arranged 48 hours in advance or under a Special Service permit issued by Division of Building Inspection.

2.10 PERFORMANCE PERIOD.

The following terms are associated with the issuance of and performance of work under a Notice of Possession (NOP)

Each Contract when awarded will state the performance period within which the requested work shall be completed. In addition, the Notice of Award shall list a series of milestones for completion of tasks necessary demolition of the structures. The milestones shall be listed as follows:

1. Obtaining Necessary Permits: Within 3 Business Days of the issuance of the Notice, the Contractor must obtain all necessary permits to perform the Work.

2. Beginning Demolition: Within 13 Business Days of the issuance of the Notice, the Contractor shall be on-site and begin the demolition process.
3. Completion of Demolition: Contractor must complete the demolition of the structures within the time period provided in the Proposers bid or as determined by WESTCARE OHIO's Project Manager.
4. Project Schedule Milestones-Item 116.06 of the City of Dayton Construction and Material Specifications is hereby deleted and replaced by the following Section:

2.11 REPORTING REQUIREMENTS.

There are documentation and reporting requirements as part of this program. What is your organization's plan to maintain appropriate financial documentation (e.g., receipts, contracts, etc.), specifically administrative policies, systems, structures and/or personnel in place to adequately collect, manage, and report the required information for your project?

Does your organization have the current capacity for reporting requirements?

2.12 STAFFING.

Does your organization have qualified staff for all the necessary functions associated with the proposed activity, and is there adequate staff time available?

2.13 STATEMENT OF QUALIFICATION (SOQS) SUBMISSION.

The Proposer's submission shall be of sufficient detail as to provide WESTCARE OHIO with the following information only:

1. Statement of Proposer's Interest
2. Proposer & Individual Qualifications
 - a. Number of year's Proposer has been in business
 - b. Documentation of all applicable Ohio Certifications.
 - c. Sample copies of all required permits and arrangements for transportation and disposal of post-demolition materials.
 - d. A sample Project Plan or Demolition Design
 - e. Proposer's standard operating procedures showing how workmen, visitors and employees will be protected from exposure and how spaces outside the work areas will be protected from contamination until completion of the work.
 - f. Hazard Communication Program.
3. Capacity to Perform the Work
 - a. Number of Offices
 - i. Provide the full name and address of your organization and any satellite/branch offices that will perform or assist in the execution of projects.
 - b. Proximity to Dayton
 - c. Projects in progress
 - i. Listing of all sub-Proposers with their qualifications
4. Item Cost Sheet. Provide a list of pricing for demolition on form provided as Exhibit A.
5. References. Provide a list of references on form provided as Exhibit C. The City is particularly interested in contacting your governmental clients in the state of Ohio. At least three (3) contract references of comparable size and scope are requested. **No City of Dayton employees can be listed as a references.**

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 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 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 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 INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFQ. All materials and documents submitted by the proposer in response to this RFQ shall become the property of WESTCARE, OHIO. 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.

ARTICLE 1. TERM

The Agreement shall commence upon execution by WESTCARE, OHIO and terminate upon expenditure of all funds provided herein or on **December 31, 2025**, 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 upon completion of work. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. WESTCARE, OHIO will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. WESTCARE, OHIO’S RESPONSIBILITIES

WESTCARE, OHIO 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 WESTCARE, OHIO or third parties retained by WESTCARE, OHIO.

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 WESTCARE, OHIO has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to WESTCARE, OHIO, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend WESTCARE, OHIO and its 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 \$2,000,000 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 WESTCARE, OHIO. All such insurance policies, excluding Professional Liability Insurance, shall name WESTCARE, OHIO, its 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 WESTCARE, OHIO 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 WESTCARE, OHIO 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 WESTCARE, OHIO 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 WESTCARE, OHIO in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by WESTCARE, OHIO 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.

WESTCARE, OHIO may terminate or suspend performance of this Agreement for WESTCARE OHIO's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by WESTCARE, OHIO hereunder, it will pay Contractor for Services provided up to the date of termination.

Any such termination shall not relieve the vendor of any liability to WESTCARE, OHIO for damages sustained by any breach by the vendor. WESTCARE, OHIO will be under no further monetary obligation or commitment to the vendor. WESTCARE, OHIO may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, it 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 WESTCARE, OHIO nor the 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 WESTCARE, OHIO 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 WESTCARE, OHIO.

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 WESTCARE, OHIO to terminate this Agreement at its option and may bar Contractor from receiving WESTCARE, OHIO contracts.

E. WAIVER

A waiver by WESTCARE, OHIO 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 WESTCARE, OHIO as an "independent contractor". As an independent contractor for WESTCARE, OHIO, 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 WESTCARE, OHIO, without the express prior written approval of a duly authorized representative of WESTCARE, OHIO.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City of Dayton or WESTCARE, OHIO 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 or WESTCARE, OHIO. 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 WESTCARE, OHIO. 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 WESTCARE, OHIO and the 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.

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 WESTCARE, OHIO and the 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 WESTCARE, OHIO and the 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. 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

WESTCARE, OHIO, INC
 501(c)3 Not-for-profit
 Recipient under Dayton Recovery Plan Grant Agreement
 American Rescue Plan Act (ARPA)
 RFQ for Demolition of 405 XENIA AVE.
 October, 2023

EXHIBIT A – ITEM COST SHEET FOR COMMERCIAL DEMOLITION AT 405 XENIA AVE., DAYTON, OH

***All demolition costs in exhibit A shall include prevailing wage expenses.**

Organization Name:	
Business Address:	
Point(s)-of-Contact:	
Email Address(es):	
Phone #'s:	

Number	Street	Direction	Parcel ID	Estimated Cost of Demolition
405	XENIA AVENUE		R72 02007 0012-14	

WESTCARE, OHIO, INC.
501(c)3 Not-for-profit
American Rescue Plan Act (ARPA)
RFQ for Demolition of 405 XENIA AVE.
October, 2023

EXHIBIT B – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished because of this proposal will be in full accordance with the City of Dayton specifications applying thereto unless exception is 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 B – 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 Westcare, Ohio? YES / NO

WESTCARE, OHIO, INC.
501(c)3 Not-for-profit
American Rescue Plan Act (ARPA)
RFQ for Demolition of 405 XENIA AVE.
October, 2023

EXHIBIT C – 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 RFQ. 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: _____

WESTCARE, OHIO, INC.
501(c)3 Not-for-profit
American Rescue Plan Act (ARPA)
RFQ for Demolition of 405 XENIA AVE.
October, 2023

EXHIBIT D – 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.: _____



MBE-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Minority Business Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, DBE or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

Primes Base Bid \$ _____

Name of Project: _____

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of MBE-Certified Firm: _____

PEP-Certified Firm's Tax ID#: _____

Scope of Work to Be Performed by Certified Firm: _____

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This MBE Firm for the Work Described:
Total Bid	\$ _____	% _____	\$ _____
Materials	\$ _____	% _____	\$ _____
Labor	\$ _____	% _____	\$ _____

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named MBE-Certified Firm and will utilize the above-named MBE-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)

(Printed Name of Bidder/Proposer's Authorized Agent)

_____ (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.



PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- *If Option 1 is selected, you must also submit one (1) executed MBE-Certified Participation Form for each MBE- Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.*

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFQ Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more Certified Firms to meet or exceed the project's MBE participation goal(s). The Bidder/Proposer is committed to a minimum of:

% SBE	% MBE	% WBE	% DLSB
-------	-------	-------	--------

participation on this contract, as detailed on the executed MBE-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

- SBE MBE WBE DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all the following activities:

1. *Solicited the interest of all MBE-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date to allow the MBE-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.*
2. *Divided contract work items into economically feasible units to facilitate participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.*
3. *Negotiated in good faith with Certified Firms and considered the firms' prices and capabilities as well as the contract goals. Rejected Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from Certified Firms.*
4. *Provided interested MBE-Certified Firms with plans and specifications at no cost or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date to assist them in responding to a solicitation.*
5. *Sought the Dayton MBAC's assistance or used the services of community organizations; contractors' groups; local, state, or federal business assistance offices; or similar organizations to find MBE-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.*

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may consider the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal, but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Signature of Bidder/Offeror's Authorized Agent

(Name of Bidder/Proposer's Firm)

(Printed Name of Bidder/Offeror's Authorized Agent)

(Title of Bidder/Offeror's Authorized Agent)

(Date)

ATTACHMENT 1: Summary of City of Dayton Construction and Material Specifications

Construction and Material Specifications, City of Dayton, dated October 1, 2008 (for building and debris removal see Item 202.01 through 202.11).

The Contract includes the removal and disposal of all associated building materials and incidentals thereto. This shall include, but is not limited to all footers, all foundations and foundation walls, all floors at or below grade. The resulting excavation shall be backfilled with pit or bank run gravel composed of a mixture of gravel, sand and a small percentage of loam, which shall be suitable to flush when this method is used to solidify the backfill. All backfill material shall be furnished by the Contractor.

The Contractor is responsible for complying with all Federal, State, and Local Laws and Regulations. The Contractor is responsible for purchasing all permits required by Federal, State and Local Agencies.

The Contractor shall be responsible for the removal of the building and all contents.

This property is located directly in front of an occupied elementary school. Safety of children during the opening of the school day and during dismissal must be considered at all times. A three day notice must be given to the school Principal prior to the start of demolition to allow the school to take proper measures to ensure the safety of students.

GENERAL. The successful Contractor will comply with all applicable local, state and federal requirements regarding materials, methods of work, and disposal of excess and waste materials. Obtain and pay for all required inspections, permits, and fees. Provide notices required by governmental authorities; Locate and identify existing underground and overhead services and utilities within Contract limit work areas. Contact Ohio Utility Protection Services (OUPS) at 800-362-2764. Provide adequate means of protection of utilities and services designated to remain. Repair utilities damaged during site work operations at Contractor's expense; Obtain governing authorities' written permission when required to close or obstruct street, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways when required by governing authorities; Control dust caused by the work. Dampen surfaces as required. Comply with pollution control regulations of governing authorities; and protect existing buildings, paving, and other services or facilities on site and adjacent to the site from damage caused by work operations. Cost of repair and restoration of damaged items at Contractor's expense.

SITE GRADING GENERAL. The Contractor will be responsible for the following activities: Rough and finish grading of site; dust alleviation and control; cleanup and disposal of excess material in the form of bulk trash, debris and equipment; Provision of all material, equipment, and apparatus not specifically mentioned herein, but which are obviously necessary to complete

the work specified; the Contractor shall be familiar with the soil conditions on the site and shall thoroughly understand all recommendations associated with the grading; and the Contractor shall comply with erosion control measures to prevent run-off of sediment and other unsuitable materials to the storm drain system. All work under this section will be subject to the inspection and approval of the City of Dayton, Building Inspector. Finish surface of the site shall not vary more than one tenth of a foot (0.10'), with a positive drainage at not less than 1%. Contractors intending to use City of Dayton water shall make arrangements with the City's Finance Department for metered connections and shall pay for all water at City of Dayton rates, plus the required meter deposit.

Remove only trees with trunks less than 6" diameter on the site as well as any unhealthy disease infested tree species. Trees shall be removed by a suitability qualified trades person. Grub out any stumps and roots to minimum depth of 24 inches below sub grade. Remove any junk trees, honeysuckles or any other weed species. Removal shall also include any dead trees over 6" diameter.

The Contractor will finish grade using 6 inches of topsoil consisting of improved soil with organic matter; either well rotted vegetative material, animal manure or other approved material free from harmful chemicals, grass or weed growth with a neutral pH value.

The Contractor will: barricade open excavations and post warning lights at work adjacent to public streets and walks; underpin adjacent structure(s), including utility service lines, which may be damaged by excavation operations; promptly repair damage to adjacent facilities caused by earthwork operations. Cost of repair shall be at the Contractor's expense; and promptly notify the City of Dayton, Building Inspector of unexpected subsurface conditions. Upon beginning the earthwork, the Contractor represents that (s)he has inspected the site and is satisfied as to actual grades and levels and the true conditions under which the work is to be performed. Imported top soil must be supplied by an established local landscape supplier prior to use.

PREPARATION. Prior to installing the final grading; eradicate weeds using non-residual Round-up type herbicide at the recommended maximum rate. Regularly remove by hand any and all rubbish, debris and weed growth that may occur or re-occur throughout grassed area of the Contract site. Remove weed and brush growth from areas around the base of trees that will remain on site located within the grassed areas. Continue eradication throughout the course of the work and during the planting establishing period. Spray the entire lawn area to as above for 80% kill and 10 days later for a 90% kill. Remove remaining weeds and any nuisance vegetation manually or by machine, ensuring weeds do not infest soil when stock piled. Do not cover or enclose work before obtaining required inspections, tests, approvals and location recording from the City of Dayton, Division of Building Inspection.

UTILITIES. The Contractor will: exercise care to protect existing utilities during earthwork operations. Perform excavation work near utilities by hand and provide necessary supports as the

work progresses; the existing utility lines to remain passing through the work area shall be maintained, protected, relocated or extended, as required; protect active utility services uncovered by excavation; remove abandoned utility service lines from areas of excavation. Cap, plug, or seal abandoned lines and identify termination points at grade level with markers; and accurately locate and record abandoned and active utility lines rerouted or extended on project record documents.

SITE GRADING. Contractor will: Perform grading within contract limits, including adjacent transition areas, to new elevations, levels, profiles, and contours to provide positive drainage at a uniform rate of not less than 3:1. Provide uniform levels and slopes between new elevations and existing grades. Finish surfaces shall be smooth, free of lumps, hump and hollow voids and left ready to planting work; and grade surfaces to assure areas drain away from structures and to prevent pooling and pockets of surface drainage.

Provide sub-grade surfaces free from irregular surface changes and as follows:

1. Rough Grading: Plus or minus one tenth of a foot (0.10') sub-grade tolerance. Finish required will be that ordinarily obtained from either blade-grader or scraper operations.
2. Sub-grade: Provide sub-grade surface free of exposed boulders or stones exceeding one inch (1") in lawn areas, including any and all debris brought to the surface during cultivation.
3. Paved Areas: All existing paved (hard surface) areas located within the contract limits i.e. walk, drives shall be removed.
4. Top Soil: Soil must be free of all toxic materials, plant growth, stumps, roots, large stones, clay lumps or any other foreign material.
5. Soil Infestation: It shall be free of noxious weeds and free of curl grub infestation. Where a grub infestation breaks out within 8 weeks of installation, all plant growth and soil shall be removed and replaced.
6. Drainage Swales: Grade to profiles at a degree necessary to remove surface water from Contract site.

DRAINAGE. Contractor will: provide necessary pumps and drainage lines and maintain excavations; provide drainage of the working area at all times; and provide final grade positive drainage at not less than 1%, leaving no depressions or areas with standing water.

FILLING, BACKFILLING, AND COMPACTING. All work shall conform to Section 200, "Earthwork," of the City of Dayton, Construction and Materials Specifications. Contractor will obtain City of Dayton inspection and approval of subgrade surfaces prior to filling operations. Scarify, dry, and compact soft and wet areas; remove and replace unsuitable sub-grade materials with an approved compacted fill material. Take correct measures before placing fill materials.

SEEDING GENERAL. Contractor will provide seeded lawns as shown and specified. The work includes: Soil preparation; seeding lawns and other indicated areas; mulching; and reconditioning existing lawns. Comply with the requirements and/or specifications associated with this specific seed species or equivalent, as approved and comply with all State of Ohio Certification seed standards. Deliver seed and fertilizer materials in original unopened containers showing weight, analysis, and name of manufacturer; and store in a manner to prevent wetting and deterioration.

PROJECT CONDITIONS. Contractor will: Notify the owner at least five (5) working days prior to start of seeding operations; perform seeding work only after other work affecting ground surface has been completed; provide hose and lawn watering equipment as required for irrigation; and notify the owner upon completion of work at each site location.

WARRANTY. The Contractor warranties all seeded areas to be installed according to specifications, until accepted by the Owner. Void area of not less than 10 sq. ft. shall be having 90% ground coverage. Disclaimer - Acts of God and other conditions beyond the landscape contractor's control such as vandalism shall not be the responsibility of the contractor. Any over-seeding or re-grading contributed to this must be in addition to the Contract amount. Contractor shall maintain all seeded and mulched areas until Final Inspection or until a 2 inch minimum growth of grass has been established, whichever date is later. Maintenance shall include watering and protecting the area from damage following seeding shall be in accordance the Section 659, of the City of Dayton, Construction and Materials Specifications

PRODUCTS MATERIALS.

A. Seed type: as specified a mixture of Na Turf Brand 'Cody' Buffalo (Buchloe dactyoides) Turf Grass mix as manufactured per Prairie Nursery should be used in most lawn applications unless otherwise specified. Seed mix shall be 95% purity rate. (3 lbs per 1000 sq. ft.)

B. Fertilizer: is not recommended for 'Cody' Buffalo Turf Grass mix. If equivalent seed is approved by owner, fertilizer will meet the following standards,

1. Granular, non-burning product composed of not less than 50% organic, slow acting, guaranteed analysis professional fertilizer.
2. Starter fertilizer containing ½ pound of nitrogen per 1000 sq. ft. and ½ pound of phosphoric acid per 1000 sq. ft. or similar approved composition for this species of grass. Apply fertilizer 3 weeks after green up and reapply 8 week after green up.
3. Sow: Sow grass seed 5 days before the average frost date (Oct. 15). Sow grass seed at a rate of 3 lbs/1000 as recommended by type of seed used.

Mulch

1. Straw: Clean oat or wheat straw well seasoned before baling, free from mature seedbearing stalks or roots of prohibited or noxious weeds. Should be free of rot and mildew.
2. Cellion fiber mulch or equal.

Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor. Contractor to supply water to site for turf irrigation. Watering shall occur once a day for the first week, every other day for the second week and every three days on the third week.

ORDER OF WORK INSPECTION:

Examine finish surfaces, grades, topsoil quality, and depth. Do not start seeding work until unsatisfactory conditions are corrected.

PREPARATION.

Limit preparation to areas which will be immediately seeded. Loosen topsoil of lawn areas to minimum depth of 3", if compacted. Remove stones over ¼" in any dimension, sticks, roots, rubbish, and extraneous matter. Distributed evenly by machine and incorporate thoroughly into 8 topsoil. Grade lawn areas to a smooth, free-draining, even surface with a loose, moderately coarse texture. Restore prepared areas to the specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

INSTALLATION.

A. Seeding:

1. Seed immediately after preparation of bed. Spring seeding between March 1 and May 15 and fall seeding between August 15 and November 1, or at such other times acceptable to the City of Dayton's Representative. Note: All Perennial weeds must be chemically eliminated prior to seeding.
2. Seed only indicated areas within contract limits. Areas outside contract limits disturbed as a result of construction shall be the responsibility of the Contractor. Any and all repairs and/or corrections to the adjacent sites shall be at the expense of the Contractor.
3. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two (2) directions, at right angles to each other. 4. Sow grass seed at a rate of 3 lbs/1000 as recommended by type of seed used. 5. Incorporate seed into top ¼" of soil and roll; and not more than ½".

B. Mulching:

1. Place straw or fiber mulch on seeded areas within 24 hours after seeding.
2. (a). Place straw mulch uniformly in continuous blanket at the rate of 2 ½ tons per acre, or 2 bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the owner. (b) A cellulose fiber or approved equal may be used in aqueous mixture at the rate of 1500 lbs. /acre.
3. Secure straw to soil by approved methods.

RECONDITIONING EXISTING LAWNS. Contractor will analyze the condition of existing turf areas to remain, and determine the extent of necessary reconditioning. Remove all existing turf area within the Contract area. Site shall be completely seeded with 'Cody' Buffalo Turf Grass mix or equivalent approved by Nuisance abatement staff. Obtain the City of Dayton's approval prior to commencement of work; recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of construction vehicles, and existing lawn areas as indicated; fertilizing for 'Cody' Buffalo Turf Grass mix is not recommended and if used, should be applied sparingly only when soil conditions dictate; seed and soil amendments as specified for new lawns and as required to provide a satisfactorily reconditioned lawn. Provide topsoil as required to fill low areas and meet new finished grades; cultivate bare and compacted areas thoroughly; remove diseased or unsatisfactory lawn areas. Do not bury into soil. Remove topsoil 9 containing foreign materials resulting from Contractor's operations, including oil drippings, stone, gravel, and other construction materials; and where substantial but thin lawn remains, rake, aerate if compacted, or cultivate soil; and seed.

ACCEPTANCE. Seeded areas will be inspected at completion of installation and acceptance shall be subject to not less than 2 inches of establish growth. Sections of the work may be accepted when complete upon Contract of the owner and the contractor.

CLEANING. Perform cleaning during the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations. Remove all noxious and local weed, shrubs, and brush type species from the site, including root zone. Ensure that this material is exported off site and disposed of in the correct manner.

ATTACHMENT B—SITE AERIAL
405 XENIA AVENUE



