



Oakwood City School District

REQUEST FOR PROPOSALS

FOR

**ASBESTOS ABATEMENT AT
HARMAN ELEMENTARY SCHOOL AND
SMITH ELEMENTARY SCHOOL**

MARCH 20, 2020

**OAKWOOD CITY SCHOOL DISTRICT
20 Rubicon Road
Oakwood, Ohio 45409**



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ATTACHMENT 1

PROJECT INFORMATION

PROJECT:

**Asbestos Abatement of Harman Elementary School
and Smith Elementary School**

OWNER:

**Oakwood City School District
20 Rubicon Road
Oakwood, Ohio 45409**

ADVERTISING DATE:

March 20, 2020

ATTACHMENT 2**INSTRUCTIONS TO BIDDERS****A. DESCRIPTION OF PROJECT**

This Request for Proposals (“RFP”) is a solicitation from the Oakwood City School District (the “School District”) for proposals from qualified general contractors in connection with the abatement of Harman Elementary School and Smith Elementary School (collectively, the “Project”). The estimate of probable cost for the Project is \$100,000. Prospective bidders may submit a bid for abatement only, demolition only or a combination bid for both.

B. SUBMITTAL REQUIREMENTS AND FORMAT

1. **Submittal Deadline:** Proposals are due no later than 2:00 p.m. on April 8, 2020.
2. **Submittal:** The submittal must include three (3) hard copies in a sealed envelope in an 11 x 17 format clearly marked on the outside with “Oakwood Abatement/Demolition Project”.

Send submittals, or hand deliver to:
Oakwood City School District
20 Rubicon Road
Oakwood, Ohio 45409
Attn: Todd Scott

3. **Content:** To be considered for selection, each firm must submit the following information in keeping with the following format and identifying each item by number and letter.

(a) **Letter of introduction.** Briefly describe the firm, the name, address, email, and phone number of the contact person as well as a summary of the respondent's understanding of the scope of services and the overall approach to the scope of services. This letter should indicate features, skills and/or services which distinguish the firm, and state why your firm believes it to be the best qualified to perform these services. Describe the firm's management philosophy and style in providing services to public sector clients. Indicate if any conflicts of interest exist or could arise due to working for the School District.

(b) **Statement of Qualifications** (non-promotional).

(i) Identify contracts the firm is currently undertaking of a similar nature and has undertaken in the recent past (5 years in Ohio) and describe the type of services provided under each contract.

(ii) Provide a scope of services involved for one previous or existing contract.

(c) **Personnel and Allocation of Resources.**

(i) Provide the names, title, experience, and qualifications of management

personnel who would provide oversight for the contract service. Provide resumes of all such personnel.

(ii) Provide the names, title, experience, and qualifications of personnel who would be assigned to provide direct services to the School District.

(iii) Provide the office location that would be servicing the School District and staffing level at that office.

(d) **References.** Provide at least three (3) references that may be contacted for verification of the respondent's experience and qualifications. This should consist of a minimum of two school districts for which similar services have been performed and provide names and telephone numbers of personnel who can be contacted with regard to the services you have provided.

(e) **Litigation History.** Provide specific information on the firm's performance history, in the last five years, with respect to:

(i) Termination for default.

(ii) Litigation by or against your firm.

(iii) Judgments entered for or against your firm.

(f) **Bid Forms and Documents.** All Bidders **MUST** complete the Bid Forms and Documents attached hereto and **MAY NOT** substitute them with other or similar forms.

C. INQUIRIES

All inquiries concerning this Request for Proposal, the Project or specifications should be directed to:

Todd Scott
Oakwood City School District
20 Rubicon Road
Oakwood, Ohio 45409
Phone (937) 297-5332
Email: scott.todd@oakwoodschoools.org

D. RFP SCHEDULE

The following timeline applies to the RFP, however, the School District may change the estimated dates and process as deemed necessary:

Activity	Date
RFP Issued	March 20, 2020
Mandatory Pre-Bid Meeting	March 31, 2020
Last Date for Question	April 2, 2020
Proposal Due Date	April 8, 2020
Contract Awarded	April 22, 2020 approx.

The deadline to submit questions regarding this RFP is April 2, 2020. Questions must be submitted in writing (email is preferred) to the attention of the School District's contact listed above under Section C. Answers to the questions will be posted on the School District's website under "Notice to Bidders" no later than April 6, 2020. An email will be sent to all interested firms indicating the link to the questions and answers.

E. EXAMINATION OF SPECIFICATIONS AND WORK SITE

The Bidder is expected to carefully examine the site for the Project, this RFP, specifications, contract documents, before submitting a proposal. The submission of a proposal shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and contract documents.

F. BID BOND AND PERFORMANCE BOND

Each proposal must include a Bid Bond, Certified Check, Cashier's Check, or an Irrevocable Letter of Credit drawn on a solvent bank, payable to the School District, in an amount not less than ten percent (10%) of the proposed bid amount for the Project.

As a condition to awarding the contract, the successful Bidder must, within ten (10) days after it has received notice of the award and before it has entered into a Contract, furnish a Performance Bond, Irrevocable Letter of Credit, or Certified or Cashier's Check drawn on a solvent bank made jointly payable to the School District in an amount equal to 100% of the Contract price.

G. AWARD OF CONTRACT

The award of a Contract will be made to the lowest responsive and responsible Bidder based on those proposals that comply with all requirements described herein. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract. The successful Bidder will be notified by letter mailed to the address as shown on its proposal that its bid has been accepted and that it will be awarded the Contract.

The School District reserves the right to reject any and all bids for any and all items covered in the proposal; to waive informalities or defects in proposals; to reject the proposal of a Bidder, who in the School District's opinion, is not qualified to perform the Contract; or to accept any proposal including multiple awards, that it deems to be in the best interest of the School District.

H. EXECUTION OF THE CONTRACT

The successful Bidder shall execute the form of Contract attached hereto and shall be returned together with the Performance Bond and other Contract Documents within ten (10) days after Bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the School District until the execution of the contract. If the School District does not execute the contract within sixty (60) days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw its bid without prejudice.

Execution of the contract by the successful Bidder is a representation that the Bidder has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents, including, without limitation, (1) the location, condition, layout, and nature of the site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, and

equipment, and (5) other similar issues. The School District shall not be required to make any adjustment in either the Project price or schedule in connection with any failure by the Bidder to have complied with the requirements of the Contract Documents. Bidder further represents that it thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work and the Project. Additional compensation as a result of the Bidder's failure to follow the foregoing procedures and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

I. COMMENCEMENT DATE AND COMPLETION DATE

Performance under the Contract shall commence on or about May 30, 2020 with a Substantial Completion date of July 1, 2020, subject only to Force Majeure Events, unless the Contract is terminated earlier in accordance with the provisions of the Contract. Refer to specifications for exact schedule requirements.

J. SCOPE OF WORK

The Contractor shall provide all labor, equipment, supervision, administration, financing and insurance necessary to perform the work specified in the specifications. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the School District and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract, the Contractor shall not by reasons of race, sex, creed or color, discriminate against any person in the employment of labor or workers, who are qualified and available to perform the work to which the employment relates.

The RFP does not attempt to define the entire scope of the work nor all the terms and conditions in the Contract. Rather, the RFP and Contract are intended to be flexible and allow for the successful Bidder to demonstrate its expertise necessary to fully complete the Contract in accordance with the specifications on budget and on time. The School District reserves the right to modify the scope of Work at any time before execution of the Contract, as it deems necessary, in its sole judgment, and in the best interest of the public.

K. INSURANCE

As part of its proposal, each Bidder, shall submit evidence of the following insurance coverage, and if awarded the contract, shall at all times during the term of the contract maintain such insurance. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The successful Bidder shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the School District, evidencing the required insurances upon execution of the contract.

1. Commercial General Liability Insurance, including Contractual Liability Coverage Products and Completed Operations Coverage and Broad Form Property Damage, written on an "occurrence" basis, with limited of liability not less than One Million Dollars (\$1,000,000) per person/One Million Dollars (\$1,000,000) per occurrence/ Two Million

Dollars (\$2,000,000) annual aggregate, and with a deductible no greater than \$25,000, covering bodily injury, personal injury, property damage and loss of use of property.

2. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00). Each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services.
3. Business automobile liability insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) for bodily injury (including death at any time occurring) and property damage per occurrence.
4. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
5. Statutory unemployment insurance protection for all of its employees.
6. Maintain such other insurance policies as may be reasonably required by the School District.
7. The successful Bidder will name the School District as additional insured on all policies, and all policies will contain a clause stating the coverage will be primary and non-contributor as respect to all work being performed for the School District.
8. The successful Bidder will provide the School District with no less than thirty days' written notice if the Bidder's insurance will be cancelled, non-renewed, or has any material changes in coverage.

L. CONFLICTING TERMS

Any requirements appearing in any one of the Contract Documents are as binding as though appearing in all. The Contract Documents and Specifications are intended to be explanatory and supplementary to one another, but should any discrepancies appear or any misunderstanding arise as to the importance of anything contained thereon or therein, the explanation of interpretations of the School District shall be final and binding on the Contractor. Correction of any error or omission in the Specifications may be made by the School District when such correction is necessary to clarify the intended meaning. In case of conflict, the Specifications shall take precedent.

M. GENERAL TERMS

1. **Right to Request Additional Information:** During this evaluation process, the School District reserves the right, where it may serve the School District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions that do not substantially impact the other firms. Debriefings will not be provided by the School District.
2. **Right to Reject Proposals:** The School District reserves the right to reject any or all proposals.



3. **Public Record:** All proposals submitted in response to this RFP will become the property of the School District upon submittal and a matter of public record pursuant to applicable law.
4. **Reimbursement:** The School District does not reimburse respondents for the cost of proposal or proposal preparation or delivery, even in the event of cancellation of the RFP.
5. **Standard Agreement:** The School District holds ultimate discretion to modify the final contract, including modifications requested by potential Bidders, or modifications suggested or required by the School District's legal counsel architect. The School District reserves the right to reject any exceptions to proposed changes to the School District's contract.

ATTACHMENT 3

**SEE SPECIFICATIONS FOR HARMAN ELEMENTARY SCHOOL AND
SMITH ELEMENTARY SCHOOL ABATEMENT PROJECT
PREPARED BY DAYTON ENVIRONMENTAL TESTING, LLC**

ATTACHMENT 4

LEGAL FORMS

The following documents with an asterisk MUST BE COMPLETED and submitted with your Bid Proposal:

1. Appendix A - Bidder Information Sheet*
2. Appendix B - Bid Proposal*
3. Appendix C - Bid Guaranty and Contract Bond*
4. Appendix D - Certificate as to Interest*
5. Appendix E - Personal Property Tax Affidavit*
6. Appendix F - Non-Collusion Affidavit*
7. Appendix G - Construction Contract Form
8. Unit Pricing sheet shall be submitted with bid Proposal*

APPENDIX A

BIDDER INFORMATION SHEET

ATTENTION BIDDER: Please fill out this form and submit with your bid.
(Please Print)

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

PROJECT CONTACT PERSON: _____

DIRECT OFFICE NUMBER: _____

MOBILE NUMBER: _____

EMAIL ADDRESS: _____

APPENDIX B

BID PROPOSAL

I, the undersigned, propose to furnish all labor, material, tools and equipment necessary for the entire work as set forth in the Contract Documents and Specifications entitled:

HARMAN ELEMENTARY SCHOOL AND SMITH ELEMENTARY SCHOOL ABATEMENT PROJECT

I further declare that I have carefully read and examined the Contract Documents, Specification, General Conditions, and Bidding Requirements provided to me by the School District and which are incorporated herein by reference, and understand the exact scope of the Project.

In submitting this Proposal, I agree to perform the work as described in the Contract Documents for the amount below:

	Abatement Package
Base Bid	\$ _____

The undersigned agrees to perform the work of set forth in the Specifications including those items not specifically included but reasonably inferable therefrom, for the total cost on this bid form.

Bidder hereby acknowledges receipt of the following addenda: Addenda # _____ Date _____

Contractor Name: _____

Address: _____

Telephone: _____

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX C

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____(insert
full name or legal title of Vendor and address)

as Principal and _____
(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto Oakwood City School District, hereinafter called the Obligee, in the penal sum or the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project know as:

HARMAN ELEMENTARY SCHOOL AND SMITH ELEMENTARY SCHOOL ABATEMENT PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ (\$_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, specifications; and in the event the Principals pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the bid for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then the obligation shall be null and void, otherwise to remain in full force and effect.

If the Obligee accepts the bid of the Principal and the Principals with ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, specifications, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications, therefore; and shall pay all lawful claims for materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim,

as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agreed that no modifications, omissions, or additions, in or to the terms of said contract or in or to the specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work of to the specifications

SIGNED AND SEALED this ____ day of April, 2020.

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Attorney-in-fact

Surety Agent's Name and Address:

APPENDIX D
CERTIFICATE AS TO INTEREST

_____, being the _____
(Name) (Position)

of _____, the bidder which submitted the
foregoing proposal for: (Company Name)

**HARMAN ELEMENTARY SCHOOL AND
SMITH ELEMENTARY SCHOOL ABATEMENT PROJECT**

deposes and says that _____ (Company Name) is an Ohio corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making the bid or proposal for said work; that the said contract is, on its part, in all respects fair and without collusion or fraud and that no member of the Board of Education, head of any department or any employee therein or any office of the Oakwood City School District is directly or indirectly interested in said contract.

[CONTRACTOR NAME]

By: _____
Name: _____
Title: _____

Sworn to and subscribed before me this ____ day of April, 2020.

Notary Public in and for Montgomery County, Ohio

My commission expires: _____

STATE OF OHIO)
)
) SS:
)
) COUNTY OF MONTGOMERY)

Company

Delinquent personal property tax \$ _____

Penalties \$ _____

Interest \$ _____

By: _____
Name: _____
Title: _____

My commission expires: _____

STATE OF OHIO)
)
) SS:
)
 COUNTY OF MONTGOMERY)

[CONTRACTOR NAME]

By: _____
Name: _____
Title: _____

Notary Public in and for Montgomery County, Ohio

My commission expires: _____

APPENDIX G

CONSTRUCTION CONTRACT FORM

INSERT AIA CONSTRUCTION CONTRACT FORM