

Shawnee State University  
Purchasing Department  
940 Second Street • Portsmouth, Ohio 45662-4344 • 740.351.3314

## Request for Proposal

**RFP No.:** 16-10-09

**Date:** October 16, 2009

Shawnee State University is soliciting bids for the demolition of Shawnee State University property according to the attached specifications.

Bids must be received by the Purchasing Department no later than 3 p.m. EST on Monday, November 9, 2009. At that time, the proposal will be opened. You must notify the Purchasing Department at least 24 hours prior to the opening if you plan to attend.

Bid results will not be given out after the bid opening until such time as an award is made. Bid results may then be requested in writing or by visiting the Purchasing Department.

NOTE: It is the vendor's responsibility to see that the bid is received in the Purchasing Department prior to the proposal opening time.

Any questions pertaining to this invitation for bid shall be directed to Pat Carson, director of purchasing, in writing, to the above address, no later than 5 p.m., Tuesday, October 27, 2009. Changes in the specifications will be provided to all Bidders, in writing, via an addendum posted to the Purchasing Department's website.

All Bidders shall return **(1) original and four (4) complete copies** of their proposal to the Purchasing Department, Shawnee State University, Attention: Pat Carson, 940 Second Street, Portsmouth, OH 45662. Your proposal must be clearly marked: **RFP: 16-10-09 Demolition of Shawnee State University Property**.

The University reserves the right to accept or reject any or all bids or any part of any bid received and to waive any formalities or technicalities in any bid received. The University further reserves the right to make an award based upon various selection criteria. Price alone will not be the sole determining factor in the selection process

If favored with this order, we agree to furnish the items hereon at the prices quoted and under the conditions indicated.

*Return this completed sheet with proposal.*

Vendor: \_\_\_\_\_

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_  
type or print

Title: \_\_\_\_\_ Date: \_\_\_\_\_



Shawnee State University  
**Request for Proposal**  
RFP # 16-10-09

**Demolition of  
Shawnee State University Property**

105 Glover Street and 1407 Third Street  
Portsmouth, Ohio

October 16, 2009

Ohio Revised Code (O.R.C.) Section 9.24, prohibits the State from awarding a contract to any bidder(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, bidder warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this Request for Proposal, without notifying Shawnee State University of such finding.

*Mailing Address:*

Shawnee State University  
940 Second Street  
Portsmouth, OH 45662-4344

*Delivery Address:*

Shawnee State University  
Purchasing Department  
Administration Building, Room 103

*Contact:*

Pat L. Carson  
Director of Purchasing  
740.351.3460 phone • 740.351.3567 fax

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## Section 1 – Notice to Bidders

Shawnee State University is accepting competitive sealed bids for Demolition in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the University.

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**Bidders are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions in the order listed.**

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**Proposals will be received at:**

Mailing Address: Shawnee State University  
Purchasing Department  
940 Second Street  
Portsmouth, Ohio 45662-4344

Delivery Address: Shawnee State University  
Purchasing Department  
Administration Building, First Floor, Room 103  
Portsmouth, Ohio 45662

**Proposals are due no later than 3 p.m. EST on Monday, November 9, 2009.**

**Late responses will not be accepted.** The University accepts no responsibility for delays in the university mail system, the U. S. Postal Service, or any commercial mail carrier. It is the responsibility of the respondent to insure that its proposal is delivered to the proper place by the proper time.

**Bid envelopes shall be sealed and clearly marked:**

RFP No. 16-10-09  
Demolition  
Shawnee State University

**Questions or concerns regarding this Request for Proposal shall be directed, in writing, to:**

Pat L. Carson  
Director of Purchasing  
740.351.3460 phone  
740.351.3567 fax  
[pcarson@shawnee.edu](mailto:pcarson@shawnee.edu)

**The University specifically requests that Bidders restrict all contact and questions regarding this RFP to the above named individual.**

**Addenda**

Should bidders discover any discrepancies, omissions, ambiguities, or conflicts in or among the specifications or be in doubt as to their meaning, they shall be brought to the attention of the Purchasing Department NOT LATER THAN TEN DAYS PRIOR TO RECEIPT OF BIDS. If, after reviewing the question, the information sought is not clear, the Purchasing Department will issue a clarifying addendum to all bidders. The addenda will become part of the contract. The owner will not make nor be responsible for any oral instructions.

## Pre-bid Meeting

A Pre-Bid Meeting will be held Tuesday, October 27, 2009, commencing promptly at 10 a.m. in the Advanced Technology Center, Facilities Conference Room. **All contractors interested in this bid are strongly encouraged to attend.**

The University will not consider any proposal not prepared and submitted in accordance with the provisions herein outlined and may reject any or all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals. Any proposal received after the time and date specified will not be opened. No Bidder may withdraw a proposal within 30 days after the actual proposal opening time and date.

The University reserves the right to accept or reject any or all proposals or any part of any proposal received and to waive any formalities or technicalities in any proposal received. The University, in its sole best judgment, shall decide if an award will result from this RFP. The University reserves the right to an award based upon various selection criteria. Price alone will not be the sole determining factor in the selection process. Further, the University reserves the right to negotiate the final details of the Contract with the successful Bidder.

## Non-Discrimination

Shawnee State University does not discriminate in admission, access, or treatment in programs and activities or employment policies or practices on the basis of race, creed, sex, color, national or ethnic origin, religion, marital status, age, sexual orientation, Vietnam-era or qualified disabled veteran status, or qualified handicap. Inquiries regarding compliance with Title VI, Title IX, and Section 504 may be directed to the Affirmative Action Coordinator, located in the Office of the President, Administration Bldg., Shawnee State University, Portsmouth, OH 45662, telephone 740.354.3205; to the Director, Ohio Civil Rights Commission, 220 Parsons Ave., Columbus, OH 43266; to the Director, Office for Civil Rights, U.S. Department of Education, Region V, 401 S. State St., Chicago, IL 60605; or to the Assistant Secretary for Civil Rights, U.S. Department of Education, Washington, D.C. 20202.

**Ohio Revised Code (O.R.C.) Section 9.24, prohibits the State from awarding a contract to any bidder(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this Request for Proposal, without notifying Shawnee State University of such finding.**

**As a result of Ohio Senate Bill 9, Shawnee State University is responsible for obtaining the attached Declaration Regarding Material Assistance / Non Assistance to a Terrorist Organization (DMA) form (Exhibit E) from any vendor with an annual aggregate amount greater than \$100,000.**

**The DMA form was created to provide the state with an additional tool to deter and prosecute acts of terrorism within Ohio. The U. S. State Department’s Terrorist Exclusion List is being used to identify terrorist organizations. DMA is a provision of Ohio Senate Bill 9, which is Ohio’s homeland security and anti-terrorism legislation. The revised version of the bill was signed into law by Governor Taft on January 11, 2006.**

**Pursuant to the Ohio Revised Code, Sections 2909.32, 2909.33, and 2909.34, vendors having business contracts with any funding from any government entity in an annual aggregate amount greater than \$100,000 must complete the vendor DMA form.**

**Additional DMA forms and reference information, including a list of licenses subject to DMA and the Terrorist Exclusion List, can be found on the Ohio Homeland Security website at [www.homelandsecurity.ohio.gov/dma.asp](http://www.homelandsecurity.ohio.gov/dma.asp). The forms are in PDF format. Please complete the attached DMA form (Exhibit E) and return it to us with your completed proposal.**

## Section 2 – Services related to demolition

### 2.1 Properties to be demolished:

The successful bidder(s) shall be responsible for the demolition of the following houses and buildings located on Shawnee State University property in Portsmouth, Ohio.

105 Glover Street  
1407 Third Street

### 2.2 Demolition - General Guidelines

(See Section 6: Specification: Demolition, removal and earthwork)

Demolition shall include all materials, labor, and equipment, as well as proper supervision to completely remove designated trees and shrubs, houses, basements, building, sidewalks, and all debris on the properties listed above. Fill basements and other voids in the ground with bankrun gravel, grade according to the lay of the land, covering with 4" minimum topsoil, seed (3 lb./1000 sq. ft.), and straw.

The contractor shall be responsible for any and all damages to adjacent property that result from this work. The contractor shall bid each property separately and then a total bid for the entire project. Appropriate safety precautions must be observed for isolating the demolition area during removal process.

## Section 3 – Specifications

### 3.1 Utilities

The owner will verify the disconnection of all utilities based on a 10-day notification from the contractor prior to demolition.

### 3.2 Trees, sidewalks, and utilities

Trees, shrubs, and other plants identified by university representatives shall be protected and left standing without damage. All trees shall be protected by barricades at the outer perimeter of the upper branches, except at the sidewalks and streets.

All sidewalks shall be made passable for normal pedestrian traffic upon completion of the immediate demolition work. The extent of such repairs shall be determined by the Facilities Director's Office. It is strongly suggested that fences or barricades be erected around houses and structures to be razed, which are too close to the sidewalk or other property. This would also be true next to properties not yet purchased for demolition.

The demolition shall conform to all safety standards including proper consideration of utility protection, utility disconnection and capping, electric service rerouting (if appropriate), and asbestos abatement, including inspection and proper testing, etc. Should asbestos be found in unacceptable levels, it will be removed by a separate contractor in accordance with OSHA standards.

### **3.3 Debris and damage to walks, streets, and adjacent property**

The contractor shall take precautionary measures as necessary to prevent debris from littering streets and adjacent property and to prevent damage to existing curbs, walks, streets, utility lines, and adjacent property. Any damage shall be repaired by the contractor responsible at his own expense. In no event shall construction materials or debris be placed on adjacent property without written consent of the owner of the property.

### **3.4 Definition**

The owner is the person or entity identified as such in the owner-contractor agreement and is referred to through the contract documents as if singular in number and masculine in gender. The owner means the owner or his authorized representative.

### **3.5 Information and services required of the owner**

The owner shall, at the request of the contractor and at the time of execution of the owner-contractor agreement, furnish to the contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the contract. Unless such reasonable evidence is furnished, the contractor is not required to execute the owner-contractor agreement or to commence the work. Information or services under the owner's control shall be furnished by the owner with reasonable promptness to avoid delay in the orderly progress of the work. The owner shall forward all instructions to the contractor through the Facilities Department.

### **3.6 Owner's right to stop the work**

If the contractor fails to correct defective work as required or persistently fails to carry out the work in accordance with the contract documents, the owner, by a written order signed personally or by an agent specifically so empowered by the owner in writing, may order the contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the owner to stop the work shall not give rise to any duty on the part of the owner to exercise this right for the benefit of the contractor or any other person or entity.

### **3.7 Owner's right to carry out the work**

If the contractor defaults or neglects to carry out the work in accordance with the contract documents and fails, within seven days after receipts of written notice from the owner, to commence and continue correction of such default or neglect with diligence and promptness, the owner may, after seven days following receipt by the contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate change order shall be issued, deducting from the payments then or thereafter due the contractor the cost of correcting such deficiencies, including compensation for additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due the contractor are not sufficient to cover such amount, the contractor shall pay the difference to the owner.

### **3.8 Review of contract documents/specifications**

The contractor shall carefully study and compare the contract documents and shall at once report to the University any error, inconsistency, or omission he may discover. The contractor shall not be liable to the owner for any damage resulting from any such errors, inconsistencies, or omissions in the contract documents. The contractor shall perform no portion of the work, at any time, without contract documents for such portion of the work.

### 3.9 Labor and materials

Unless otherwise provided in the contract documents, the contractor shall provide and pay for all labor, materials, equipment, tools, construction and demolition equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the work.

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him. In particular, this section is in reference to the students and employees of Shawnee State University.

### 3.10 Prevailing wages (See Exhibit F)

For contracts costing more than \$20,955.00, the contractor shall provide that 8 hours shall constitute a day's work, and that the prevailing wage rates shall control the contract wages.

The vendor is hereby advised that the director of facilities has been appointed the acting "Prevailing Wage Coordinator" for Shawnee State University, and the vendor will be required to comply with Section 4115.034 of the Ohio Revised Code by delivering a certified copy of his payroll to said coordinator within the time frame indicated and in complete compliance with the requirements. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

Each contractor shall file with Shawnee State University, upon completion of the work and prior to final payment, therefore, an affidavit stating that they have fully complied with Chapter 4115 of the Ohio Revised Code, including amendments contained in House Bill 1170.

### 3.11 Warranty

The contractor warrants to the owner that all work will be of good quality, free from faults and defects, and in conformance with the specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the owner, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If the warranty is false on the date the parties sign this Agreement, this Agreement is void *ab initio*, and the Contractor must immediately repay to the State any funds paid under this Agreement.**

### 3.12 Permits, fees, and notices

Unless otherwise provided in the specifications, the contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for the proper execution of the contract and which are legally required.

The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

It is not the responsibility of the contractor to make certain that the specifications are in accordance with applicable laws, statutes, building codes and regulations. If the contractor observes that any of the specifications are at variance therewith in any respect, he shall promptly notify the Director of Facilities, in writing, and any necessary changes shall be accomplished by appropriate modification.

If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the University, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

### **3.13 Extermination**

Extermination of rats and vermin must comply with Portsmouth City Health Department rules, regulations, and procedures.

### **3.14 Progress schedule**

The contractor, immediately after being awarded the contract, shall prepare and submit, for the owner's information, an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the specifications and shall provide for expeditious and practicable execution of the work. Special requirements concerning some of the property will be dealt with on an individual basis.

The contractor shall maintain at the site, for the owner, one record copy of specifications, addenda, change orders, and other modifications, in good order and marked currently to record all changes made during demolition.

The contractor shall not be relieved of responsibility for any deviation from the requirements of the specifications unless the contractor has specifically informed the owner in writing of such deviation at the time of submission and the owner has given written approval to the specific deviation. The contractor shall not be relieved from responsibility for errors or omissions.

No portion of the work shall be commenced until the University has approved the submittal.

### **3.15 Use of site**

The contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the specifications and shall not unreasonably encumber the site with any materials or equipment. The University will assist in locating suitable off-street locations for equipment, etc.

### **3.16 Clean up**

The contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, demolition equipment, and machinery.

If the contractor fails to clean up at the completion of the work, the owner may do so as provided in the owner's right to carry out the work clause. Streets and sidewalks will be cleaned if mud and debris is tracked by cleanup equipment.

### **3.17 Communications**

The contractor shall forward all communications to the owner through the director of facilities (or his designee).

### **3.18 Owner's right to perform work and to award separate contracts**

The owner reserves the right to perform work related to the project with his own forces and to award separate contracts in connection with other portions of the project or other work on the site under these or similar conditions of the contract.

### **3.19 Mutual responsibility**

The contractor shall afford the owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his work with theirs as required.

If any part of the contractor's work depends on proper execution or results upon the work of the owner or any separate contractor, the contractor shall, prior to proceeding with the work, promptly report to the University any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the contractor to so report shall constitute an acceptance of the owner's or separate contractors' work as fit and proper to receive his work, except as to defects, which may subsequently become apparent in such work by others. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. Should the contractor wrongfully cause damage to the work or property of the owner or to other work on the site, the contractor shall promptly remedy such damage.

### **3.20 Owner's right to clean up**

If a dispute arises between the contractor and others as to their responsibility for cleaning up, the owner may clean up and charge the cost thereof to the contractor, as the owner shall determine to be just.

### **3.21 Written notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for who it was intended or if delivered or sent by registered or certified mail to the last business address known to him who gives the notice.

### **3.22 Successors and assigns**

The owner and the contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the owner.

### **3.23 Claims for damages**

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### 3.24 Bid guaranty (See Exhibit G)

The bidder must submit with his form of proposal one of the following bid guaranties meeting the requirements of Section 153.54 of the Ohio Revised Code.

- A. The bidder is cautioned that the Bid Guaranty required by Section 153.54 (B) ORC be submitted on State Form of Bid Guaranty and Contract Bond and that the bond is signed by both the surety (sureties) and the bidder. Name and address of endorsers shall also be typed immediately below the signatures. IF THE AMOUNT IS LEFT BLANK, THE PENAL SUM OF THE BID GUARANTY AND CONTRACT BOND WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BASE BID PLUS ADD ALTERNATES; ALTERNATIVELY, IF COMPLETED, THE AMOUNT MUST BE NOT LESS THAN THE FULL AMOUNT OF THE BASE BID PLUS ADD ALTERNATES, STATED IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE. PURSUANT TO THE REQUIREMENTS OF SECTION 5729.07 OF THE OHIO REVISED CODE. AN OHIO RESIDENT AGENT MUST COUNTERSIGN THE BID GUARANTY AND CONTRACT BOND IF AN OUT-OF-STATE AGENT ISSUES THE BOND.
- B. In lieu of the bid guaranty and contract bond required above, 1) the bidder may submit the bid guaranty required by Section 153.54 (C) ORC in the form of a certified check, cashier's check, or letter of credit pursuant to chapter 1305 Ohio Revised Code and shall be equal to ten percent (10%) of the total bid. The bid guaranty shall be payable to Shawnee State University.

### 3.25 Performance bond and labor and material payment bond

- A. The bidder to whom the contract is awarded shall furnish bonds satisfactory to the owner as follows:
  1. The bonds shall be purchased through a surety company with a local agent upon whom service of process can be obtained.
  2. The amount of the performance bond must be in compliance with the bid guaranty section. The labor and material payment bond shall include guaranty for the payment of all unemployment contributions, which become due and payable under the Ohio Unemployment Insurance Act.
  3. All bonds must be signed by at least two approved personal sureties or a surety bonding company.
  4. Personal surety bonds must be accompanied by a certificate from the auditor of the county in which each surety resides showing a statement of unencumbered property owned by each surety, the aggregate amount of which must be double the amount of the bond.
  5. Surety Bonding Company bond must be supported by credentials showing the power of attorney of the agent and certificate showing the legal right of the bonding company to do business in the State of Ohio. These need only be furnished by the successful bidder upon award of the contract.
- B. If at any time during the continuance of the contract, the surety shall, in the opinion of the owner, become irresponsible, that owner shall have the right to require additional and sufficient sureties which the contractor shall furnish to the satisfaction of the owner, within ten days after the notice and in default thereof the contract may be suspended by the owner.

### **3.26 Rights and remedies**

The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the owner or contractor shall constitute a waiver of any right or duty afforded either of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **3.27 Tests**

If the contract documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested, or approved, the contractor shall give the owner timely notice of its readiness so the owner may observe such inspection, testing, or approvals conducted by public authorities.

If the owner determines that any work requires special inspection, testing, or approval, which the above paragraph does not include, he will instruct the contractor to order such special inspection, testing, or approval. If such special inspection or testing reveals a failure of the work to comply with the requirements of the contract documents, the contractor shall bear all costs thereof made necessary by such failure, otherwise the owner shall bear such costs and an appropriate change order shall be issued.

Required certificates of inspection, testing, or approval shall be secured by the contractor and promptly delivered by him to the owner.

If the owner is to observe the inspections, tests, or approvals required by the contract documents, he will do so promptly.

### **3.28 Time**

The date of commencement of the work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the owner-contractor agreement or such other date as may be established therein.

The date of substantial completion of the work or designated portion thereof is the date certified by the owner when demolition is sufficiently complete, in accordance with the contract documents, so the owner can occupy or utilize the work or designated portion thereof for the use for which it is intended.

### **3.29 Delays and extensions of time**

If the contractor is delayed at any time in the progress of the work by any act or neglect of the owner, or by any employee of either, or by any separate contractor employed by the owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the contractor's control, or by delay authorized by the owner pending arbitration, or by any other cause which may justify the delay, then the contract time shall be extended by change order for such reasonable time as the owner may determine.

### **3.30 Progress and completion**

The contractor shall begin the work on the date of commencement. He shall carry the work forward expeditiously with adequate forces and shall achieve substantial completion within the contract time and as agreed upon.

### **3.31 Progress payments**

After the owner has issued a certificate for payments, the owner shall make payment in the manner and within the time provided in the contract and as agreed upon.

The contractor shall promptly pay each subcontractor, upon receipt of payment from the owner, out of the amount paid to the contractor on account of such subcontractor's work. The contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-subcontractors in similar manner (if any exist).

The owner may, on request and at his discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the contractor and the action taken thereon of work done by such subcontractor. The owner shall have no obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law.

No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the project by the owner, shall constitute an acceptance of any work not in compliance.

### **3.32 Payments withheld**

The owner may decline to certify payment and may withhold in whole or in part, to the extent necessary to reasonably protect the owner.

The owner may also decline to certify payment or, because of subsequently discovered evidence or subsequent observation, he may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in his opinion to protect the owner from loss because of:

- A. Defective work not remedied;
- B. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. Failure of the contractor to make payments properly to subcontractors or for labor;
- D. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
- E. Damage to the owner or others;
- F. Persistent failure to carry out the work in accordance with the contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

## **Section 4 – Protection of persons and property**

### **4.1 Safety Precautions and Programs**

The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

### **4.2 Safety of persons and property**

The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- A. All employees on the work site and all other persons who may be affected thereby;
- B. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the contractor or any of his subcontractors or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of demolition.

The contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. When the use of hazardous equipment is necessary for the execution of the work, the contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the contractor is responsible except damage or loss attributable to the acts or omissions of the owner or anyone directly or indirectly employed by either of them or by anyone for whose acts any of them may be liable and not attributable to the fault or negligence of the contractor. The foregoing obligations of the contractor are in addition to his obligations listed earlier.

The contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated by the contractor in writing to the owner.

The contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

### **4.3 Emergencies**

In any emergency affecting the safety of persons or property, the contractor shall act, at his discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the contractor on account of emergency work shall be determined.

## **Section 5 – Supervision by contractor**

### **5.1 Supervision and construction procedures**

The contractor shall supervise and direct the work, using his best skills and attention. He shall be solely responsible for all demolition means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract.

The general contractor shall give his personal supervision to the work or have a competent superintendent, satisfactory to the owner, on the work at all times during demolition.

The general contractor shall be responsible for:

- A. The proper laying out of all work and for any damages which occurs to the work of any branch by reason of his inaccuracy.
- B. The safety and good condition of all work and materials embraced in or affected by this contract, until the completion of his contract as an entirety.

The general contractor shall be responsible for all precautions as may be necessary to fully protect his work both during its execution and until its final acceptance, in default of which the contractor shall be held responsible for all damages incurred.

The contractor shall be responsible to the University for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the contractor.

The general contractor shall protect all work from damage at all necessary times in a proper manner or as the owner may direct. Erect all necessary barriers, furnish and keep lighted the required danger signals at night, employ watchmen, if appropriate, and take every precaution to prevent injury to persons or property.

Each bidder shall inspect all specifications and the site of the work and shall satisfy himself as to the existing conditions under which he will be obliged to operate or that will affect the work under this contract. No allowances shall be made subsequently in this connection, on behalf of the contractor, for any error or negligence on his part.

The safety and good condition of all work affected by this contract, until the completion of the contract as an entirety, shall be the contractor's responsibility.

The owner and representatives of the appropriate state agencies shall have access to the project at all reasonable times, and the contractor shall provide proper facilities for such access and inspection.

## **5.2 OSHA requirements**

The contractor shall conform to all requirements of OSHA in all work pertaining to this project.

## **5.3 Disposal**

All other materials removed from the demolition site shall be the property of the contractor. Sale of these materials on site, and removal by persons other than the contractor or his personnel, shall be at the risk of the contractor. Once the contract is signed, responsibility for the safety of the public within the confines of the project shall be the responsibility of the contractor.

The contractor shall be responsible for any and all materials dropped or placed on city streets adjacent to the project during the course of the project or dropped from his trucks distant from the project.

The contractor shall make his own arrangement for disposal of materials taken from the site, and there will be no burning of materials on or adjacent to the site.

## Section 6 – Demolition, removal and earthwork

### 6.1 General

#### A. Scope

1. The contract documents indicate the general extent of the demolition and removal work required to be performed. The general contractor, and each subcontractor affected thereby, will be held fully responsible for performing their portions of the demolition and removal work and shall include all costs thereof in their respective bids.
2. Asbestos abatement will be performed by another contractor (if required).

#### B. Work Included

1. Notify neighboring properties 48 hours prior to commencement of work.
2. Perform the following work, per RFP #16-10-09:
  - a. Furnish, install, and maintain, in safe condition at all times, temporary protection items required to ensure safety for persons and property during demolition and removal work. Such items shall be subject to Owner's approval.
  - b. Furnish, install, and maintain dust coverings, as required, to prevent the spread of dust beyond the immediate area where demolition and removal work is being performed.
  - c. Provide proper protection against damage to all existing materials, surfaces, services, and other items, which are not required to be demolished and removed during the performance of work.
  - d. After utility services in the areas where demolition and removal work is to be performed have been protected or otherwise made inactive by prior contact made by the contractor, perform the demolition, removal, and major cutting of existing surfaces, except as otherwise specified herein. With the exception of existing items, which are designated to be stored, reused, relocated, and items tagged to remain the Owner's property, remove all demolished materials and rubble from the site, and legally dispose of the same.

### 6.2 Execution

#### A. Description of Work

1. Obtain and pay for all permits and licenses required to perform demolition work, prior to commencing the work of this section.
2. Conditions, as they are known at the time of bidding, have been indicated in the RFP.
3. The General Contractor shall perform the cutting and removal of all items so designated in the specifications.
4. Prior to commencing cutting work, the General Contractor shall take all precautionary measures to assure that mechanical and electrical services to the particular area of work are turned off.

5. If, in the process of cutting work, existing utility lines or fixtures are encountered which have not been indicated in the specifications, and whether or not such items are damaged, report such items to the Owner immediately, requesting disposition of same. Do not proceed with the work in such areas until such disposition has been obtained. Should the General Contractor be directed in writing by the Owner to repair, remove, and/or relocate such items, the work shall be performed and the contract price adjusted accordingly.
6. Use no explosives in the performance of the demolition and removal work.
7. Perform all cutting in existing surfaces in a manner that ensures a minimal difference between the cut area and new materials when patched.
8. Where only a portion of an existing wall, pavement, etc. is to be removed, a neat joint shall be sawed or otherwise cut at the removal limit if the new work does not occur at an existing joint.

#### B. Disposition of Removed Materials

1. Exercise special care in the removal of existing work that is designed to be re-used or relocated and items that are to remain the property of the Owner. During the course of removing such items, attach tags to all component parts of a particular item, properly identifying same for ease of reinstallation or relocation work.
2. Store all existing items that are to be retained in a safe on-site location(s) designated by the Owner. Store all items of similar nature in a location within the general storage space. Notify all trades, responsible for performing modifications and reinstallation work, of the stored locations when the various trades are to perform their segments of work on the removed items.
3. Remove all rubble, debris, and other non-designated existing work from the site on a daily basis and legally dispose of same.

#### C. Sidewalk Removal

Existing walks, including concrete, asphalt, stone, and brick pavement and base will be removed from the site complete as found and shown within the project area to the sub base. Rubble shall be disposed of legally off the site.

#### D. Curb Removal

Existing concrete, brick, and stone curbs shall be removed from the site complete as found. Rubble shall be disposed of legally off the site.

#### E. Miscellaneous Site Items Removal

Miscellaneous traffic control and directional signs within the project shall be removed and stored for re-use. Remove concrete foundations to 6" below proposed sub base. Remove any post, shrub, grate, guardrail, box, or miscellaneous item not designated to remain within contract limits and not included in other bid items.

#### F. Tree Removal

1. The Owner reserves the right to remove trees for transplanting in locations off site. The Contractor will be notified of any trees the Owner intends to use.
2. All stumps, roots, etc. will be removed along with the tree to 12" below sub grade.

#### G. Quality Assurance

Codes and Standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.

#### H. Project Conditions

1. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
  - a. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility at no additional cost.
  - b. Do not interrupt existing utilities serving facilities occupied by Owner or others during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.
    - i) Provide minimum of 48-hour notice to Owner and receive written notice to proceed before interrupting any utility.
  - c. Demolish and completely remove from site existing underground utilities, which are indicated to be removed. Coordinate with utility companies and owner for shutoff of services if lines are active.
2. Use of Explosives: Use of explosives is not permitted.
3. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
  - a. Operate warning lights as recommended by authorities having jurisdiction.
  - b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlements, lateral movement, undermining, washout, and other hazards created by earthwork operations.
  - c. Perform excavation by hand within drip line of large trees to remain. Protect root systems from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

## I. Soil Materials

1. Satisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GW, GP, GM, SM, SW, and SP.
2. Unsatisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
3. Sub base Materials: Naturally or artificially graded mixture of natural or crushed or uncrushed gravel, crushed stone, crushed slag, and natural or crushed sand.
4. Drainage Fill: Washed, evenly graded mixture of crushed stone or crushed or uncrushed gravel, with 100% passing a 1-1/2" sieve and not more than 5 percent passing a No. 4 sieve.
5. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock, or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

## J. Excavation

Excavation is unclassified and includes excavation to sub grade elevations indicated, regardless of character of materials and obstructions encountered.

## K. Stability of Excavations

1. General: Comply with local codes, ordinances, and requirements of agencies having jurisdictions.
2. Slope sides of excavations to comply with local codes ordinances and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
3. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time periods excavations will be open. Extend shoring and bracing as excavation progresses.
  - a. Provide permanent steel sheet piling or pressure-creosoted timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures. Cut off tops a minimum of 2'6" below final grade and leave permanently in place.

## L. Dewatering

1. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
  - a. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of sub grades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

#### M. Storage of Excavated Materials

1. Stockpile excavated materials acceptable for backfill and fill where directed. Place, grade, and shape stockpiles for proper drainage.
  - a. Locate and retain soil materials away from edge of excavations. Do not store within drip lines of trees indicated to remain.
  - b. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.

## Section 7 – Proposal requirements

### 7.1 General Instructions

- A. Bidders should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- B. Proposals and any other information submitted by Bidders in response to this Request for Proposal shall become the property of the University.
- C. The University will not provide compensation to Bidders for any expenses incurred by the Bidder(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Bidders submit proposals at their own risk and expense.
- D. Proposals that are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the University as its option.
- E. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the University's needs.
- F. The University makes no guarantee that an award will be made as a result of this RFP. The University reserves the right to accept or reject any or all proposals, waive any informalities or minor technical inconsistencies, or delete any item/requirement(s) from this RFP or resulting Contract when deemed to be in the University's best interest. Representations made within the proposal **will be binding** on responding firms. The University will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- G. Failure to comply with the requirements contained in this RFP may result in the rejection of your proposal.

### 7.2 Proposals must include:

- A. The cover sheet and Exhibits A, B, C, D, E, F, and G, all of which have been completed and signed.
- B. Evidence of Worker's Compensation insurance at statutory limits for employees.

- C. Evidence of employer's liability insurance, comprehensive general liability insurance, and comprehensive automobile liability insurance, as described in section 8.11 of this RFP.

Proposals that do not include all of the information requested above may be disqualified.

Shawnee State University must be named as additional insured on all insurance policies. Vendors will be required to provide copies of all insurance policies with Shawnee State University as additional insured prior to contract signing.

### **7.3 Documents required prior to signing of contracts**

Immediately upon the award of, and prior to the signing of, the contract, the successful bidder shall furnish the director of facilities with the following documents:

- A. Breakdown of cost showing the division of the contract.
- B. Worker's Compensation Insurance Certificate.
- C. Bodily injury, property damage, and vehicular liability insurance certificate.
- D. Certificate showing the right of the insurance company to do business in the State of Ohio.
- E. Performance bond and labor and material payment bond satisfactory to the owner.
- F. Certificate showing the right of the bonding company to do business in the State of Ohio.
- G. Power of attorney authorizing bonds.
- H. A certificate from the Secretary of State, showing the right of the successful bidder to do business in the State of Ohio (if the successful bidder is a corporation not incorporated in the State of Ohio).

### **7.4 Validity Period**

Proposals are to be valid for the University's acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

### **7.5 Agreement**

The bidder to whom the award is made will be required to execute a written agreement with the owner within ten (10) days after receiving such agreement for execution.

If the bidder to whom the award is made fails to enter into a contract as herein provided, the awards may be annulled and the contract let to the next most desirable bidder in the opinion of the owner. Such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made.

Agreement shall be awarded as set forth in the bid form. Any addenda issued during the time of bidding shall be covered in the bid form, and in closing the contract; they will become a party thereof.

### **7.6 Terms and Conditions**

The General Terms and Conditions (Section 8) shall govern any Contract issued as a result of this solicitation (RFP).

## Section 8 – General terms and conditions

### 8.1 General

These General Terms and Conditions shall be made a part of and govern any Contract, if any, resulting from this Request for Proposal.

### 8.2 Entire Agreement

The Request for Proposal and any resultant Contract shall be the complete and exclusive statement of the agreement between the University and the Contractor and supersedes all prior oral or written agreements.

The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

### 8.3 Time of Performance

Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between the University and the Contractor during the term of this Contract.

### 8.4 Default

In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten days. In the event that the Contractor fails to remedy such failure or default within the ten-day period, the University shall have the right to cancel the Contract.

Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify the University: the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract. Such cancellation by the University shall not limit any other right or remedy available to the University at law or in equity.

### 8.5 Termination

- A. The Contract may be terminated, without penalty, by the University or Contractor with or without cause by giving not less than 60 days' written notice of such termination.
- B. Should the Contractor's license or any insurance requirements required hereunder be found to have lapsed at any point during the term of the initial or any succeeding contract periods the University reserves the right to cancel the contract immediately with no further obligation to the Contractor.
- C. In no event shall such termination by the University, as provided for under this section, give rise to any liability on the part of the University, including but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing.

## **8.6 Contract Amendments**

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the University's vice president for finance and administration for prior review and approval.

## **8.7 Independent Contractor Status**

Contractor recognizes that it is engaged as an independent contractor and acknowledges that the University will have no responsibility to provide transportation, insurance, or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the University by reason hereof, and that it will not by reason hereof make any claim, demand, or application to or for any right or privilege applicable to an officer, partner, employee, or agent of the University, including but not limited to, unemployment insurance benefits, social security coverage, or retirement benefits. Contractor hereby agrees to make its own arrangements for any such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

## **8.8 Compliance with Law**

During the term of the Contract, Contractor is required to be in full compliance with its obligations under existing applicable law, regulations, codes, and statutes as mandated in and by the State of Ohio.

## **8.9 Ohio Senate Bill 9**

As a result of Ohio Senate Bill 9, Shawnee State University is responsible for obtaining the attached Declaration Regarding Material Assistance / Non Assistance to a Terrorist Organization (DMA) form (Exhibit E) from any vendor with an annual aggregate amount greater than \$100,000.

The DMA form was created to provide the state with an additional tool to deter and prosecute acts of terrorism within Ohio. The U. S. State Department's Terrorist Exclusion List is being used to identify terrorist organizations. DMA is a provision of Ohio Senate Bill 9, which is Ohio's homeland security and anti-terrorism legislation. The revised version of the bill was signed into law by Governor Taft on January 11, 2006.

Pursuant to the Ohio Revised Code, Sections 2909.32, 2909.33, and 2909.34, vendors having business contracts with any funding from any government entity in an annual aggregate amount greater than \$100,000 must complete the vendor DMA form.

Additional DMA forms (in PDF format) and reference information, including a list of licenses subject to DMA and the Terrorist Exclusion List, can be found on the Ohio Homeland Security website at [www.homelandsecurity.ohio.gov/dma.asp](http://www.homelandsecurity.ohio.gov/dma.asp). Bidders must complete the attached DMA form (Exhibit E) and return it with their completed proposal.

### 8.10 Acceptance of Services

All services performed under this Contract shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the Contract. The University reserves the right to review the services performed and to determine the quality, acceptability, and fitness of such services.

Upon satisfactory completion of services, a University-provided pay request (invoice) must be submitted to receive payment. All close-out documents must be submitted with the pay request. The Shawnee State University Facilities Department will provide the forms. They may be reached at 740.351.3458.

### 8.11 Insurance

- A. For any Contract which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide the University with Certificates of Insurance in the amounts shown below as a minimum requirement and shall maintain such coverage in effect for the full duration of the Contract. The insurer must be rated at least an ‘A’ by A. M. Best and Company.

Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000.00
Comprehensive General Liability	\$1,000,000.00 each occurrence \$3,000,000.00 in the aggregate
Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)	
a) Bodily Injury	\$ 500,000.00 each occurrence
b) Property Damage	\$ 500,000.00 each occurrence

If any part of the Contract is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover the subcontractor’s operations. The Contractor shall provide evidence of such insurance. In the event a subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the subcontractor as an additional insured on the Contractor’s policies.

The Contractor and Shawnee State University will include reciprocal “hold harmless” language in the contractual agreement.

- B. Contractor shall deliver to the University:
  1. Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by the Contractor hereunder from or after the date of any agreement or purchase order; and
  2. Such Certificates shall name the University as an Additional Insured, with the exception of Workers’ Compensation and Employer’s Liability, and shall provide that the policies will not be cancelled until after 30 days’ unconditional, unqualified written notice to the University, giving the University the right to pay the premium to maintain coverage.
- C. The insurance policies required in this RFP shall be kept in force for the periods specified below:
  1. The Contractor shall keep Commercial General Liability Insurance in force until receipt of final payment.

2. Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by the University in writing.

D. The Contractor shall provide the University a full and complete copy of any insurance policy promptly upon request by the University, and without charge to the University.

### **8.12 Indemnification**

A. The Contractor agrees to indemnify Shawnee State University, its officers, agents, employees, and/or subcontractors and hold them harmless from any and all liability (statutory or otherwise), claim, suit, demand, damage, judgment, cost, interest, and expense, including but not limited to, reasonable attorneys' fees and charges, which it may incur or pay out, by reason of or resulting from the performance of Contractor; or by any negligent act or omission by Contractor, its officers, agents, employees, and/or subcontractors in connection with any resulting Agreement, other than as may result from the gross negligence or willful misconduct of the University. Furthermore, the indemnification contained herein may not be assigned or subrogated to any third party, whether by operation of law or otherwise.

B. The indemnities herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

### **8.13 Other Benefits**

It is understood and agreed that no benefits, payments, or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition, an employee of Shawnee State University.

### **8.14 Non-Disclosure**

The Contractor and the University acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with the Contractor or the University, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

### **8.15 Publicity**

The Contractor agrees that it shall not publicize this Contract or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

### **8.16 Severability**

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

### **8.17 Assignment**

The agreement with the Contractor is a personal service contract for the services of Contractor, and Contractor's interest in such agreement, duties thereunder, and/or fees due thereunder may not be assigned or delegated to a third party.

### **8.18 Freedom of Access and Use of Facilities**

The Contractor's employees shall have reasonable and free access to use only those facilities of the University that are necessary to perform services under this Contract.

### **8.19 Observance of University Rules and Regulations**

The Contractor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to: smoking, parking, and security regulations.

### **8.20 Section Headings**

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFP.

### **8.21 Notices**

Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail, return receipt requested, postage pre-paid, addressed as follows:

- If to the Contractor, to the Contractor's last known mailing address.
- If to the University:  
Pat Carson, Director of Purchasing  
Shawnee State University  
940 Second Street  
Portsmouth, Ohio 45662

### **8.22 Governing Law**

This Contract, including, without limitations, this RFP and any resulting agreement or purchase order, shall be construed, governed by, and enforced in accordance with the laws of the State of Ohio.

# Exhibit A: Price Schedule

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**This sheet must be completed, signed, and returned with Bidder's proposal. Failure to sign and return this sheet may result in the rejection of proposal.**

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Proposal of: \_\_\_\_\_  
Company Name

Having carefully read and examined the Request for Proposal #16-10-09 Cover Sheet, Request for Proposal, Sections 1-8, and Exhibits A-G for the proposed demolition of property for Shawnee State University, and also received, read, and taken into account Addenda (bidder shall list in the following space the number and date of each Addendum received by him/her) \_\_\_\_\_ and likewise having inspected the site and the conditions affecting and governing the demolition of said project, the undersigned hereby proposes to furnish all material and perform all labor specified and described in said specifications, for the work, for the following sums:

105 Glover Street, Portsmouth, Ohio \$ \_\_\_\_\_

1407 Third Street, Portsmouth, Ohio \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

Respectfully submitted,

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed/Printed Name

Date: \_\_\_\_\_

# Exhibit B: Execution of Offer

**This sheet must be completed, signed, and returned with Bidder’s proposal. Failure to sign and return this sheet may result in the rejection of your proposal.**

1. By signature hereon, Bidder offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements set forth per the RFP documents and contained herein.
2. By signature hereon, Bidder certifies that all statements and information prepared and submitted in response to this solicitation are current, complete, and accurate.
3. By signature hereon, Bidder certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any Contract that may result from the submission of this proposal.
4. By signature hereon, Bidder signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**Complete the following:**

FEI no. \_\_\_\_\_

Bidder Status Certification – as required by RC 3121.89 (*check one*)

Bidder is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.

Please provide: Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Bidder is NOT an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.

If a corporation, state of incorporation \_\_\_\_\_

Charter no. \_\_\_\_\_

**Submitted By:**

Company name \_\_\_\_\_

Authorized signature \_\_\_\_\_

Printed name/title \_\_\_\_\_

Date \_\_\_\_\_

Street address \_\_\_\_\_

City, state, zip code \_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

## Exhibit C: AAP/EEO Certification Form

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PLEASE NOTE: **This form must be completed and signed for bid compliance!**  
(Please check and/or complete the appropriate response.)

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### Minority Business Enterprise

The bidder  (is)  (is not) a minority business enterprise. A minority business enterprise is defined as an individual, partnership, corporation, or joint venture of a kind that is owned and controlled by United States citizens, who are one of the following economically disadvantaged groups: Blacks, American Indians, Hispanics, or Orientals.

- **A Requirement of a Minority Business** — He/she must be certified as a minority vendor. To become certified, one must apply for certification with the Department of Administrative Services Division of Equal Opportunity Employment, State Office Tower, 30 East Broad Street, Columbus, OH 43215.

### E.D.G.E. (Encouraging Diversity, Growth, and Equity) Enterprise

The bidder  (is)  (is not) an E.D.G.E. certified vendor. An EDGE participant must be a small, socially and economically disadvantaged business enterprise owned and controlled by U. S. citizens, who are Ohio residents.

- **A Requirement of an EDGE Business** — He/she must be certified as an EDGE vendor. To become certified, one must apply for certification with the Ohio DAS, Equal Opportunity Division, EDGE Certification Office, 30 E. Broad St., 18th Floor, Columbus, OH 43215-3414.

### United States Products

The goods  (are)  (are not) produced or mined in the United States of America, its possessions, or Puerto Rico.

### Ohio Products

**Note:** Economic preference shall be given to Ohio bidders and bidders from “Border” states (Michigan, Kentucky, Pennsylvania, Indiana, and West Virginia), provided those states do not impose economic restraints on products produced or mined in Ohio. An “Ohio bidder” is defined as one who (1) offers Ohio products (defined to mean products which are mined, excavated, produced, manufactured, raised, or grown in the state and where the input of Ohio products, labor, skill, or other services constitutes no less than 25 percent of the sales outlets, manufacturing facilities in Ohio or that facilities demonstrate a significant capital investment in Ohio), (2) pays required taxes to the State of Ohio, and (3) is registered and licensed to do business in the State of Ohio with the office of Secretary of State.

The bidder  (is)  (is not) considered a bidder from a “Border State” or an “Ohio bidder,” as described above.

### Conflict of Interest

- The bidder certifies that none of the company’s directors or principal officers are employed by or affiliated with Shawnee State University, or;
- The bidder certifies that, **except for the persons whose names are listed on the following page (or on file with the University’s Purchasing Department)**, no other of the company’s directors or principal officers are employed by or affiliated with Shawnee State University.

**Name of company director or principal officer affiliated with or employed by Shawnee State University**

NAME	TITLE
_____	_____
_____	_____

Failure to complete this document with the requested information concerning any of the representations cited above may disqualify your bid submittal. The University, at its discretion, may disqualify your bid if any such representations are deemed inaccurate or any such employment or affiliation creates a potential conflict of interest.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**Note:** The provisions of this form are based on University regulations and the requirements of the Ohio Revised Code, Sections 125.081, 125.09, and 125.11.

# Exhibit D: Vendor Affidavit

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**This sheet must be completed, signed, and returned with Bidder's proposal. Failure to sign and return this sheet may result in the rejection of your proposal.**

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State \_\_\_\_\_

County \_\_\_\_\_

I, authorized person for \_\_\_\_\_, do hereby state and affirm that neither I nor any agents of the above-named company nor any other party acting on the company's behalf have paid or agreed to pay directly or indirectly any person, firm, or corporation any money or valuable consideration for assistance in securing this contract. I further agree that no such money or reward will be paid hereafter.

Do any Shawnee State University employees, or their family members, have financial interest in the organization submitting this proposal?

Yes     No

If yes, please attach a statement giving details.

Further Affiant sayeth naught

\_\_\_\_\_  
Affiant

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

# Exhibit E: Declaration of Material Assistance

\*\*\*\*\* **FOR INSTRUCTIONAL USE ONLY** \*\*\*\*\*

## READ BEFORE COMPLETING YOUR DMA FORM

**Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.**

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:  
<http://www.homelandsecurity.ohio.gov/dma.asp>
- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the “State Issued License” DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the “Public Employment” DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the “Government Business and Funding Contracts” DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. “Issuing agency or entity” means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce’s Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce’s Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- **DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.**

\*\*\*\*\* **FOR INSTRUCTIONAL USE ONLY** \*\*\*\*\*

(Continued on next page)

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

**DECLARATION**

**In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code**

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

**X**  
\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

# Exhibit F: Compliance with Prevailing Wage Rates for the State of Ohio

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**This sheet must be completed, signed, and returned with Bidder’s proposal. Failure to sign and return this sheet may result in the rejection of your proposal.**

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This document serves as a **COMPLIANCE CERTIFICATE** for Shawnee State University to state that the \_\_\_\_\_ company has met the requirements of section #4115.03 through #4115.14 of the Ohio Revised Code and the latest list (wage rates) of the Ohio Department of Industrial Relations for the County in which the work has been completed.

Compliance may include but is not limited to the following conditions:

- A. Every contractor or subcontractor subject to the laws shall provide to Shawnee State University the following.
  - 1. At the beginning of performance under this contract, submit the dates during the life of the contract when payments of wages to employees are to be made.
  - 2. Shall, within three weeks after each pay date, furnish a certified copy of his/her complete payroll for each date, exhibiting for each employee paid any wages, the employee’s name, current address, social security number, number of hours worked each day during the pay period, the total for each week, the hourly rate of pay, his/her job classification, fringe payments, and deductions from his/her wages.
- B. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
- C. The payroll submitted by the prime contractor, subcontractor, or duly appointed agent shall recite that the payroll is correct and that the wage rate shown are not less than those required by the contract.

SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

Accepted \_\_\_\_\_  
Corporate Official

Notary \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit G: Bid Guaranty and Contract Bond

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned \_\_\_\_\_

\_\_\_\_\_ name and address

as Principal and \_\_\_\_\_

\_\_\_\_\_ name of surety

\_\_\_\_\_ as Surety are hereby held and firmly bound unto the State of Ohio as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project known as: \_\_\_\_\_

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 \_\_\_\_\_ dollars (\$ \_\_\_\_\_). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, 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 CONDITION 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, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof 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 project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent 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 this 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 Principal, within ten days after awarding the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, 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 plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and 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 material man 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 agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said surety on its

bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

**O.R.C. 9.24 prohibits the State from awarding a contract to any bidder(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, the bidder warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. 9.24.**

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**PRINCIPAL:**

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY: \_\_\_\_\_

**SURETY COMPANY ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_ Street

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_ City State Zip

\_\_\_\_\_ Telephone

**SURETY AGENT’S ADDRESS:**

\_\_\_\_\_ Agency Name

\_\_\_\_\_ Street

\_\_\_\_\_ City State Zip

\_\_\_\_\_ Telephone

**NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.**