



City of Dayton, Ohio  
Department of Aviation

Airport Interior Landscaping Services

REQUEST FOR PROPOSAL (RFP) No. 18030AOOP

September 2018

# TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS .....	3
1.01 Communications Regarding this Project. ....	3
1.02 RFP Schedule. ....	3
1.03 Site Visit.....	3
1.04 Submitting a Proposal. ....	3
1.05 Required Proposal Contents. ....	4
1.06 Items that Disqualify a Vendor Immediately. ....	5
1.07 Criteria.....	5
SECTION 2 – SCOPE OF PROJECT .....	6
2.01 Purpose and Need / Project Description.....	6
2.02 Background Information. ....	6
2.03 Scope of Work / Project Requirements.....	6
2.04 Pricing Structure.....	10
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS .....	11
3.01 Tax Exemption.....	11
3.02 Proposer Affidavit. ....	11
3.03 Procurement Enhancement Program. ....	11
3.04 Proposer’s Financial Obligation to the City. ....	11
3.05 Proposer’s Incurred Costs. ....	11
3.06 Affirmative Action Assurance (AAA).....	11
3.07 Standard Agreement Terms for Professional Services .....	11
ARTICLE 1. TERM .....	12
ARTICLE 2. SERVICES TO BE PERFORMED BY COMPANY .....	12
ARTICLE 3. COMPENSATION .....	12
ARTICLE 4. CITY’S RESPONSIBILITIES.....	12
ARTICLE 5. STANDARD OF CARE .....	12
ARTICLE 6. INDEMNIFICATION.....	12
ARTICLE 7. INSURANCE .....	12
ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY .....	13
ARTICLE 9. TERMINATION .....	13
ARTICLE 10. STANDARD TERMS .....	13
A. DELAY IN PERFORMANCE .....	13
B. GOVERNING LAW AND VENUE.....	14

C. COMMUNICATIONS .....	14
D. EQUAL EMPLOYMENT OPPORTUNITY .....	14
E. WAIVER .....	14
F. SEVERABILITY .....	14
G. INDEPENDENT CONTRACTOR.....	14
H. ASSIGNMENT.....	15
I. THIRD PARTY RIGHTS .....	15
J. AMENDMENT .....	15
K. POLITICAL CONTRIBUTIONS .....	15
L. INTEGRATION .....	15
EXHIBIT A – LETTER OF TRANSMITTAL.....	A-1
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY .....	B-1
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM .....	C-1
EXHIBIT E – BUSINESS INCOME TAX QUESTIONNAIRE .....	D-1

## SECTION 1 – PROPOSAL INSTRUCTIONS

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

City of Dayton, Department of Aviation  
Zeana Kitchens  
6300 Terminal Drive, Suite 300  
Vandalia, OH 45377  
Telephone: (937) 454-8217  
Fax: (937) 454-8284  
E-Mail: Zkitchens@flydayton.com

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

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

<http://daytonohio.gov/bid>

**1.02 RFP SCHEDULE.** The following is the anticipated schedule for the RFP Process:

Issue RFP:	September 2018
Mandatory Site Visit:	Site visit will be at Dayton International Airport, 3600 Terminal Drive Vandalia, OH 45377 at on Thursday, September 27, 2018 at 10:00 am. (Parking expense is proposers' responsibility)
Last Day to Submit Questions:	Tuesday, October 9, 2018 at 4:00 pm
Written Responses to Questions:	Tuesday, October 16, 2018 at 4:00 pm
Due Date for Proposals:	Tuesday, October 30, 2018 at 4:00 pm
Anticipated Award:	November, 2018

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

- Review the Project Location
- Answer questions

This may be the only opportunity for the proposers to visit the project location. Each proposer should limit representation at the site visit to no more than two (2) persons.

**1.04 SUBMITTING A PROPOSAL.** Each Company seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one original copy signed by an officer authorized to bind the company and two (2) copies of their written proposal, and one (1) digital copy of the entire proposal. All proposals shall be sealed, properly addressed with the name of the Company and sent to:

RFP No. 18030AOOP – Airport Interior Landscaping Services  
City of Dayton, Division of Procurement, Room 514  
Melissa A. Wilson, CPPB  
City Hall  
101 West Third Street  
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in **Room 514 by 10:30 A.M.** on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are not acceptable.

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

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

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

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

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

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
  - **Location** - The street address of the proposer's company headquarters.
  - **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
  - **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
  - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
  - **Please list and Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
  - **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response**
  - Proposals shall contain strategically placed plant groupings that visually enhance the facility. Each proposer may submit up to 2 (two) different designs in their proposal.
  - Proposals shall contain strategically placed holiday decorations that visually enhance the facility. Each proposer may submit up to 2 (two) different holiday decoration designs.
  - Furnish graphical representations (i.e. pictures, sketches, or artist renderings) of the 2 possible plant-scaping design scenarios and the 2 possible holiday decoration scenarios.
  - Provide rental versus purchasing options for all scenarios.
  - Itemized pricing schedule for monthly lease and maintenance or purchase and maintenance.

- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements
- **References:** Provide a list of references on form provided as Exhibit B. We are particularly interested in contacting your governmental clients in the state of Ohio.

#### 1.06 Items that Disqualify a Company Immediately.

- Incomplete or non-responsive proposal
- Failure of proposers to attend or send representative to the mandatory site visit.
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

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

<b>Evaluation Criteria for Goods and Services</b>		
<b>Item</b>	<b>Description</b>	<b>Percentage Possible</b>
1	Quality of Proposed – Plant Material, Design Layout, and Cost	40%
2	Qualifications of the firm and assigned individuals	20%
3	References	15%
4	Previous Experience in performing similar work	15%
5	Dayton Local Business	5%
6	PEP Certified Vendor	5%
	<b>Total Points</b>	<b>100%</b>

## SECTION 2 – SCOPE OF PROJECT

### 2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.

The City of Dayton, Department of Aviation is seeking proposals from highly experienced and professional interior landscaping firms to perform Interior Landscaping Services. These services are desired to provide and maintain a visually attractive display of live plants as well as holiday decorations at the Dayton International Airport, which will help to ensure that Dayton International Airport continues to provide a welcoming and relaxing atmosphere for all passengers and visitors.

One (1) Airport Interior Landscaping Services Contract will be awarded.

The Term of the Contract will commence January 1, 2019, and be in effect for a period of three (3) years. There is also two (2) options for an additional one (1) year renewal each.

### 2.02 BACKGROUND INFORMATION.

The James M. Cox Dayton International Airport (FAA Identifier- DAY) is owned by the City of Dayton, Ohio and operated by the Department of Aviation. The Dayton International Airport currently covers an area of approximately 4,500 acres. The Airport is located 9 miles north of the City of Dayton downtown area and conveniently accessed from the designated “Airport Access Road” exit on Interstate 70. The Terminal Building is used by Allegiant Air, US Airways, American Airlines, United Airlines, Delta Air Lines and various charter companies. In 2017 the Airport served 1,896,744 total passengers on 2 concourses. The Airport began a Terminal Modernization Program in 2017 that involves construction on the entire front of the Terminal. This will progress through 2019, and the result will showcase several new areas for interior landscaping. The footprint for the interior landscape will include the entire landside and secure side of the Airport, as well as the new Rental Car Building attached to the garage.

Currently, the following locations are areas of the airport that are included in interior landscaping services:

- Ticketing Lobby Area
- Baggage Claim Area
- Rental Car Building
- Business Travelers Center (BTC) and The Wright Stuff
- A Concourse Connector Hallway, Upper Hallway, Passenger Seating Area and Gate Areas
- B Concourse Connector Hallway, Upper Hallway, and Gate Areas
- Airport Police Offices
- Third, Fourth, and Fifth Floor Office, Lobbies, and Conference Rooms

Continuing facility improvements may affect the scope of work and number of plants throughout the contract period. The City of Dayton reserves the right to adjust the quantities, locations, and types of plants in any given area of the facilities based on occupancy or use in coordination with the contractor.

### 2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

This RFP represents the minimum desired requirements and therefore, proposers are encouraged to provide creatively designed proposals to further enhance the passenger experience at Dayton International Airport. Thoughtful plant placement and healthy, disease and pest free, and attractive quality plant materials that provide aesthetic improvements and exhibit sustainable air attributes will be look for.

**Basic Scope of Work:** The service shall include all supervision, expertise, tools, organic fertilizers, organic pesticides, organic insecticides, organic fungicides, organic sprays, soil, equipment, trash bags, and other supplies adequate in kind and quality to perform indoor plant maintenance. The indoor plants and

containers shall be supplied by the vendor and leased by the Department of Aviation through this agreement.

The company must perform servicing on a weekly basis by a fully insured staff person with a horticulture degree, or a staff person working under the supervision and direction of a fully insured staff person with a minimum of 5 years employed in the horticulture field or horticulture degree. Services shall include watering, fertilizing, spraying, cleaning, leaching, aerating, re-mulching, plant rotation of annuals, and plant replacement in accordance with sound horticultural practice. If an area containing plants is not readily accessible during the provision of weekly services, the Company shall notify the Department of Aviation project manager prior to leaving the site to arrange for servicing of those plants.

The company shall furnish and maintain holiday plant material and decorations during the Holiday season each year of the contract.

**Frequency and Timing of Service:** Normal service hours will be between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. All work scheduled outside normal service hours needs to be scheduled and approved in advance with the Department of Aviation. All services are to be performed on a non-interfering basis to minimize traffic control and to maximize pedestrian safety. Services will be performed as needed to ensure cleanliness, plants free of pests and unsightly or damaged leaves at all times. Non-routine hours may be required to perform certain aspects of the service such as the setting up and taking down of holiday decorations.

**Watering:** The Company shall inspect for soil moisture levels and replenish as necessary to meet requirements of the plants. All water spills must be cleaned up immediately to prevent safety issues from occurring. The Company shall provide any equipment or apparatus needed to properly apply the correct amount of water for interior plants.

**Pest and Disease Control:** Inspection for soil and foliar insect pests, diseases, and other such infestations must be performed during each scheduled maintenance visit. It is imperative that the company take action, and treat before there is any sign of damage. All plants shall be treated for fungus gnats with both a systematic and contact pesticide to prevent outbreaks before delivery.

Company must receive prior written approval from the Department of Aviation for any treatment that is not certified organic.

The company shall provide Material Safety Data Sheets (MSDS) to the Department of Aviation for any and all chemicals applied to the plants.

The company shall ensure that all staff member providing chemical services shall be properly licensed in State of Ohio to provide such services. Proof of meeting this requirement shall be made available to the Department of Aviation upon request.

**Pruning:** Each species will be pruned in accordance with the particular varieties' needs to maintain a neat appearance and in accordance with standard horticultural practice to preserve the natural character of the plant. In general, trailers shall not drape over the lip of the container and limbs shall not intrude into surrounding walk space. Dead wood and stubs resulting from pruning shall be removed. The correct pruning procedure will require special equipment and coordination with Airport personnel.

**Fertilization:** Regular checks of the various species and awareness of the proper time, type and amount of fertilization that is essential to promote the right amount of lush, green foliage.

**pH levels:** Regular checks, at a minimum of twice per year, of soil to monitor pH levels and make necessary adjustments to bring levels to acceptable range for each plant.

**Rotation of plants:** Rotate plants as necessary, relative to any predominant light source in order to maintain attractive shape. All plants must retain their upright position without stakes.



**Cleaning:** All foliage will be kept cleaned, trimmed, and free of dust and pollution. Foliage will be hand cleaned as necessary and shall be free of dust, water spots, cobwebs and fungal or pesticide residue. Clean any decorative containers and remove debris from soil surface and tree grates each visit. Adequate time must be allotted for ongoing cleaning due to the high levels of dust prevalent at the Airport.

**Leaching:** Leaching to maintain proper soluble salt levels in the soil. This involves heavy saturation of soil with water to cleanse soil, back pumping excess water out and away from roots.

**Soil Levels:** Service of proper growing medium nutrient levels. Additions of new soil as necessary to retain correct levels and ensure proper appearance of beds where applicable. Auguring and adding soil to large specimen material as needed to promote root development and encourage vigorous growth.

**Foliage Plant Standards:** The Company shall provide plants as specified, of a quality and size equal to or surpassing Foliage No. 1 grade as described in the Interior Plant Specifications section of A Guide to Specifications for Interior Landscaping, published by the Professional Landcare Network (herein after referred to as the PLANET GUIDE). Plant foliage must present an appearance representative of the species. It shall be free of any yellowing or poor chlorophyll formation; as well as any blemishes resulting from mechanical chemical, pathological, or pest-induced damage.

All plants shall be of specimen quality, symmetrical, tightly knit, so trained or favored in their development and appearance as to be unquestionably superior in form and character. They shall be sound, healthy and vigorous, well branched and densely foliated. They shall be free from disease, insect pests, eggs or larvae, and shall have healthy, well-developed root systems which shall afford firm support and physical stability of the plant parts above the soil. The plants shall be free from physical damage or adverse conditions that would prevent the plant from thriving with the specified results.

**Establishment of Plants:** Plants shall be well established and growing in their container for six (6) months or longer according to specification needs for each variety and size and shall not be in a root bound condition.

The Company shall prepare all plants for existence within the Airport premises by acclimatizing them to lower light, moisture, humidity and fertilization levels in conformance with accepted industry standards and as recommended in the Interior Plant Specifications section of the PLANET GUIDE.

**Containers and Top Dressing:** Each interior container shall contain a top dressing of organic interior mulch or synthetic moss. Top dressing shall completely cover all soil and grow pots within the container and shall be replenished as necessary to maintain a fresh appearance. All interior plant containers shall be kept free of dead leaves, clippings, trash and other debris, the containers shall also be kept clean and free of water marks and dust.

No plant will be accepted that requires permanent staking to keep in an upright position.

The Company shall provide recommendations of appropriate plant selections.

Substitution of plant materials shall not be permitted unless authorized in writing by the Airport.

**Installation/Replacement Policies:** When installing and/or replacing plants, the premises must be left clean of litter and debris when work is complete. All planting and preparation shall be done at the Company's place of business or in a pre-determined area approved by the Airport.

Upon completion of installation or replacement, the Airport and the Company shall inspect the installation or replacement. Deficiencies shall be corrected by the Company prior to final approval and any invoices being paid.

Grow pots need to remain covered at all times for plants in decorative containers and built-in planters with an agreed upon top dressing. Additional top dressing may need to be added routinely during service and after plant replacements have been made.

All plant replacements must be installed on a timely basis. The Airport will expect prompt replacement of any plant that is not of quality standards. Replaced plants will not be turned over to Airport staff and must be removed from the building. Disposal and recycle of material will be the responsibility of the Company.

Understand basic design concepts and principles in combination with horticultural benefits/practices and follow proper indoor plant maintenance guidelines throughout the Airport.

Never remove plants or decorative containers off the Airport premises due to decline or neglect without written approval from the Airport.

**Plant Replacement Guarantee:** The Department of Aviation will not be held liable for plants that have suffered physical abuse, theft, temperature extremes, care by unauthorized personnel, and Acts of God.

During all phases of work under this Contract, the Company shall replace at its sole expense any plant(s), which deteriorates in health and appearance so as to become of a lesser specification, grade, and value from that which was originally installed or at time of takeover unless otherwise noted in the scope of work or contract.

1. Either the Airport or the Company may make the decision to replace; upon request from the Airport, the Company shall perform any such replacement(s).
2. All plant replacements shall be made with the same species, size and grade plant(s) as was in place at the beginning of the service period: or, with another plant of comparable value which is acceptable to the Airport.
3. Turnaround time for replacements is a maximum of two weeks and may be less to maintain quality standards for the Airport at all times.

**Holiday Decorations:** The Company shall furnish, install, and maintain holiday decorations to further enhance the airport terminal. Decoration installation shall be completed by the 5<sup>th</sup> day after Thanksgiving (Tuesday). Decoration removal shall be completed by the 6<sup>th</sup> day of January but not started prior to the 2<sup>nd</sup> day of January. These decorations have historically included various wreaths installed throughout the airport main terminal and concourses, poinsettias in the ticketing and baggage claim lobby, a Christmas tree and holiday banners in the main atrium. Proposers shall propose a design and cost for these decorations. The proposer shall include in pricing regular maintenance to ensure that all decorations remain in excellent condition throughout the holiday season. The final details of these decorations will be negotiated annually to meet the demands of the Department of Aviation.

**Personnel Requirements:** The Company shall employ people who are skilled in the performance of indoor plant maintenance duties, with a minimum of five (5) years in the field. The Company shall screen all applicants through the confirmation of references. The Company's employees shall at all times maintain a good personal appearance and will conduct themselves in a manner which reflects credit on their employer and the Airport.

The Company shall have a minimum of two (2) Security Identification Display Area (SIDS) badged employees at the proposer's expense. These employees shall be required to pass a fingerprint based criminal history records check and security threat assessment. These employees shall be the primary service providers and are responsible for ensuring compliance with all Safety and Security regulations as directed during the training phase of the badging process.

**Supervisor of Record:** Prior to starting the service, the Company will provide the Airport with a list of the names, addresses, and mobile phone number for a Supervisor of Record who will be responsible for supervising the Services during normal business hours and after business hours. The Company will be required to notify the Airport of any changes in the name or contact information for the Supervisor of Record at least two (2) weeks in advance.

**Reporting:** The Company shall provide a weekly report to the Airport summarizing all maintenance (routine and special) performed by service location areas, replacements as well as, any problems encountered, changes made or recommendations to be offered. At the conclusion of each service, the Company shall supply an electronically generated report (preferably Microsoft Excel format).

The company must assign a designee for their company to be an authorized signature for the purposes of fingerprinting and badging their employees at the airport. The appointed authorized signatory must be badged at the company's expense.

All of the Company's employees including supervisors must abide by the following rules at all times when on Airport property:

- A. Employees shall wear an identification badge at all times and uniforms shall clearly identify the person's name and the company name.
- B. Employee shall sign in when beginning work and sign out when leaving work as designated by the Airport.
- C. Employees shall not engage in idle or unnecessary conversation with Airport employees or visitors in the building and shall not loiter in any areas where cleaning is complete.
- D. Employees shall refrain from using the telephones while in public areas.
- E. Employees shall not be under the influence of alcohol or illegal drugs.
- F. Employees shall refrain from using tobacco products of any type while on the premises.
- G. The Company shall provide a designated supervisor on premises at all times. Supervisor shall immediately correct any employee misbehavior that is reported to them and otherwise insure employee and Airport rule compliance.
- H. Employee shall be of good integrity and moral character.
- I. Employees immediately shall report any damages done to property to their supervisor. Supervisor shall then report such damage to the Airport.
- J. Employees shall not leave building keys in doors or admit unauthorized people into the Airport.
- K. Employees shall refrain from belligerent behavior and/or profanity.
- L. Employees shall abide by additional rules and regulations set forth by the Airport.
- M. The Company shall ensure that their employees receive up-to-date training to maintain their expertise in the horticultural industry.

The Airport will have the right to require the removal and replacement of any personnel of the Company who are assigned to provide services to the Airport.

## 2.04 PRICING STRUCTURE.

The pricing structure shall consist of monthly costs for providing services as detailed above. The proposal shall include pricing based on the plant/decoration layout proposed. Final layout and pricing shall be negotiated upon after company selection is made.

## SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

- 3.01 **TAX EXEMPTION.** All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.
- 3.02 **PROPOSER AFFIDAVIT.** If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.
- 3.03 **PROCUREMENT ENHANCEMENT PROGRAM.** It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32). It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All companies are encouraged to review the list of Minority, Women and Small Businesses at [www.daytonohio.gov/departments/hrc](http://www.daytonohio.gov/departments/hrc) for certified subcontractors.
- 3.04 **PROPOSER'S FINANCIAL OBLIGATION TO THE CITY.** No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.
- 3.05 **PROPOSER'S INCURRED COSTS.** Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.
- 3.06 **AFFIRMATIVE ACTION ASSURANCE (AAA).** The selected Company must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:
- Human Relations Council  
371 West Second Street, Suite 100  
Dayton, Ohio 45402  
(937) 333-1413 (Office)  
(937) 222-4589 (Fax)
- Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.
- 3.07 **STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms and are subject to change by the City prior to the award of the contract.**

## **ARTICLE 1. TERM**

Commencement of the contract shall be contingent upon City Commission approval of the proposal recommendation and is anticipated on to begin January 1, 2018. The term of the agreement shall be for a three (3) year period. The agreement may be extended for two additional one-year terms at the sole discretion of the City.

## **ARTICLE 2. SERVICES TO BE PERFORMED BY COMPANY**

Company shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

## **ARTICLE 3. COMPENSATION**

City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated.

## **ARTICLE 4. CITY'S RESPONSIBILITIES**

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

## **ARTICLE 5. STANDARD OF CARE**

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

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

## **ARTICLE 6. INDEMNIFICATION**

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

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

## **ARTICLE 7. INSURANCE**

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

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.

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

Company also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

## **ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

## **ARTICLE 9. TERMINATION**

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

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

## **ARTICLE 10. STANDARD TERMS**

### **A. DELAY IN PERFORMANCE**

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

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

**B. GOVERNING LAW AND VENUE**

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

**C. COMMUNICATIONS**

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

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**D. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

**E. WAIVER**

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

**F. SEVERABILITY**

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

**G. INDEPENDENT CONTRACTOR**

By executing this Agreement for professional services, Company acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Company shall be prohibited from representing or allowing others to

construe the parties' relationship in a manner inconsistent with this Article. Company shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

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

#### **H. ASSIGNMENT**

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

#### **I. THIRD PARTY RIGHTS**

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

#### **J. AMENDMENT**

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

#### **K. POLITICAL CONTRIBUTIONS**

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

#### **L. INTEGRATION**

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





City of Dayton, Ohio  
Department of Aviation  
Interior Landscaping Services  
RFP No. 18030AOOP  
September 2018

## EXHIBIT A – LETTER OF TRANSMITTAL

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

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

Entity Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Fax Number: \_\_\_\_\_

Proposer's E-mail Address: \_\_\_\_\_

Form of Ownership    ☐ Sole Proprietorship    ☐ Franchise    ☐ Partnership    ☐ Corporation  
                                 ☐ Joint Venture    ☐ LLC    ☐ Other (Specify): \_\_\_\_\_

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

Federal Identification Number (or SSN if sole proprietorship): \_\_\_\_\_

**Please include your IRS Form W9 with your proposal.**

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

SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

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

**EXHIBIT A – LETTER OF TRANSMITTAL (continued)**

**COMPANY PROFILE AND BACKGROUND**

Name of Proposing Company: \_\_\_\_\_

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

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

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

Local Office of Proposer: Office nearest to Dayton, Ohio: \_\_\_\_\_

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

Key Personnel:

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



City of Dayton, Ohio  
Department of Aviation  
Interior Landscaping Services  
RFP No. 18030AOOP  
September 2018

## EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: \_\_\_\_\_

**List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 18030AOOP Do not use the City of Dayton as a reference.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



City of Dayton, Ohio  
Department of Aviation  
Interior Landscaping Services  
RFP No. 18030AOOP  
September 2018

## EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

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

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

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

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

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

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

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

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

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

City of Dayton Ref. No.: \_\_\_\_\_

Bidding Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature/Title: \_\_\_\_\_

Federal I.D.#: \_\_\_\_\_

Phone No.: \_\_\_\_\_

FaxNo.: \_\_\_\_\_

# Business Income Tax Questionnaire

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



## Type of Tax Filing: (check all that apply)

1. ☐ Employee Withholding FEIN # \_\_\_\_\_
2. ☐ Corporate Earnings FEIN # \_\_\_\_\_
3. ☐ Individual Ownership Earnings SSN # \_\_\_\_\_
4. ☐ Partnership Earnings FEIN # \_\_\_\_\_

Company Name \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Local Business Address \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Check the jurisdictions that we administer that you operate in:

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

Date Business Started in Our Taxing Jurisdiction \_\_\_\_\_

Your Accounting Period? Calendar Year \_\_\_\_\_ or Fiscal Year ending on \_\_\_\_\_

## Withholding Information \*Quarterly Withholding cannot exceed \$600.00

■ Do you have employees? Yes ☐ or No ☐ Date First Employee Started Working in Our Jurisdiction \_\_\_\_\_

■ Do you submit withholdings QUARTERLY\* or MONTHLY? \_\_\_\_\_

■ Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☐

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

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

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

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

Full name of Owner of Company \_\_\_\_\_

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

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

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Thank you for your cooperation in this request. For more tax information is available at [www.daytonohio.gov](http://www.daytonohio.gov)

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

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