OWENS STATE COMMUNITY COLLEGE

GPS Bi-Polar Ionization Installation

REQUEST FOR PROPOSALS

August 6, 2020

Response due August 21, 2020

OWENS COMMUNITY COLLEGE BIPOLAR IONIZATION INSTALLATION
REQUEST FOR PROPOSALS

1.0 REQUEST FOR PROPOSALS PROCESS

1.1 GENERAL INFORMATION

Sealed proposals will be received by Owens State Community College for
OWENS COMMUNITY COLLEGE BIPOLAR IONIZATION INSTALLATION
until **August 21, 2020**

All proposals should be clearly marked "**OWENS COMMUNITY COLLEGE BIPOLAR IONIZATION INSTALLATION"**
and addressed to **Danielle Tracy, Executive Director of Operations,** Owens State Community College, P.O. Box 10000, Toledo, Ohio 43699-1947. If you plan on dropping off your response in person or via a courier service, to: Roberta Montrie or Danielle Tracy, Administration Hall, Suite 112, 30335 Oregon Road, Perrysburg, OH 43551.

Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, Owens may or may not decide to consider the proposal regardless of the reason for the late submission after the accepted bids have been reviewed.

1.2 INQUIRIES

Specifications and any questions can be directed to **David Halsey; david_halsey@owens.edu**. Questions and responses will become public record. All questions and answers will be provided to all interested firms prior to the submission date. Owens State Community College reserves the right to waive any irregularities and reject any or all proposals and to determine the lowest and best bid.

1.3 PROPOSAL SUBMISSION DIRECTIONS

Interested firms should submit three (3) hard copies and one (1) electronic copy, (preferably in Microsoft Word format) of their proposal **not later than 4:00 P.M. on Friday August 21, 2020** to:

Danielle Tracy
Executive Director, Operations
Owens State Community College
P.O. Box 10000
Toledo, OH 43699-1947

Note: If you wish to deliver the proposal in person or via a courier service, please deliver to:

Roberta Montrie or Danielle Tracy
Administration Hall, Suite 112
30335 Oregon Road
Perrysburg, OH 43551

1.4 BACKGROUND

Owens State Community College began as a technical institute under the jurisdiction of the Ohio Department of Education. The first classes were offered in Toledo on September 13, 1965 with less than 200 students. Two years later, in 1967, the College was chartered by the Ohio Board of Regents as a technical college. In 1983, Owens Community College opened its Findlay-area campus at Cory and Davis streets.

In 1994, the College was chartered as a comprehensive state community college with a district encompassing Lucas, Wood and Hancock counties, and parts of Ottawa and Sandusky counties.

Since 1994, Owens State Community College has more than doubled its student enrollment on the Toledo-area and Findlay-area campuses. Owens' Toledo-area and Findlay-area campuses continually serve more than 17,000 credited students annually.

Current Employee Numbers:

	Instructional Faculty	Non-Instructional Staff
Headcount	694	371
Full-Time	147	342

2.0 REQUEST FOR PROPOSALS

2.1 SCOPE OF PROPOSALS

Project Objectives

Owens State Community College is seeking proposals from contractors to supply the labor, materials and equipment necessary to perform the work of installing GPS needlepoint bi-polar ionization units on HVAC equipment in 7 buildings, to include the Library, AVCC, Math Science, Center for Fine and Performing Arts, Bicentennial Hall, Health Technologies and Heritage Hall on the Owens State Community College, Perrysburg Ohio Campus. It is the intent of this Request for Proposal (RFP) to have the successful contractor enter into an Agreement with the Owens State Community College to perform said work.

As part of this RFP, Owens State Community College is providing the AHU list and cfm's of each building and/or area that is part of this scope of work. There are also 2 RTU's in Heritage Hall that need equipment installed as well.

General Conditions

Owens State Community College requires as part of the compliance with the terms of the Agreement:

- Provide equipment start up
- Measure ion output and verify equipment is working properly.
- Equipment must be Ozone free
- Identification is required to be worn and visible by all employees at all times.

2.2 RESPONDENT REQUIREMENTS

A. Provide evidence of the ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.

B. Provide three professional references where the respondent has successfully provided service. Respondent must clearly identify the following for all references:

- Company/institution name
- Contact name, title and telephone number
- Contact's email address
- Date of service and performance
- Brief summary of service provided

C. Provide evidence of financial stability for the past five (5) years, such as audited balance sheets, income statement, supporting notes and any other relevant information or unaudited financial information that is certified as to accuracy by the respondent.

2.3 GENERAL INSTRUCTIONS

A. Proposal

Proposal Format and Content
Respondents should adhere to the following format and provide all of the information requested. The proposal must consist of the following sections:

- Introduction - Proposals must include the complete name and address of the firm and the name, mailing address, email address, and telephone number of the person the College should contact regarding the proposal. The respondent must provide a profile of the firm, including years in existence, services offered, office locations, number of professional staff, etc.

- Understanding the Project – Respondent must provide a comprehensive narrative statement that illustrates an understanding of the requirements of the project and the project schedule.

- Approach and Management Plan for the Project - Respondent must provide a comprehensive narrative statement that sets out the methodology and management plan they intend to follow and illustrate how their plan will serve to accomplish the work and meet the College's project schedule.

- Experience and Qualification - Provide a personnel roster that identifies each person who will actually work on the contract. A list of three (3) minimum verifiable higher education client references. This list may include current and former clients (with reason for cancellation if applicable) all of whom are able to comment on the respondent's related experience.
- Cost Proposal and Fees - The respondent will include a cost proposal specifically reflecting the method

of determining charges for work performed. The respondent may use any fee structure as long as the specific details are disclosed.

2.4 SUBMISSION OF PROPOSALS

A. Proposals should be prepared in a straightforward manner to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Costs for developing proposals are entirely the responsibility of the respondent and shall not be chargeable to the College.

1. Any questions concerning this RFP should be directed to the attention of David Halsey, Director Facilities and Constrution,Owens State Community College; by e-mail at: [david_halsey@owens.edu]

2. The proposal shall be signed by the respondents. The signer must be a partner or principal of the firm. An unsigned proposal may be rejected.

3. Three (3) copies of the proposal must be received at the above location by 4 p.m. August 25, 2020. The package the proposal is delivered in must be plainly marked "**OWENS COMMUNITY COLLEGE CAMPUS BIPOLAR IONIZATION INSTALLATION"** A proposal shall be considered late and will be rejected if received at any time after the exact time specified for return of proposals.

4. The College is soliciting proposals with a bona fide intention to award a contract. However, this intent will not affect the right of the College to reject any, or all, proposals.

5. For selected finalists, The College may request representatives of the respondent to appear for the purpose of interview and presentation of proposal. Travel expenses and costs related to the interview will be the responsibility of the respondent.

6. In evaluating the proposals, price will not be the sole factor. The College may consider any factors it deems necessary and proper for best value including, but not limited to, price, quality of service, response to this request, experience, staffing, and general reputation.

B. Oral Presentation

An oral presentation with one or more of the firms submitting proposals may be required after all written proposals have been received by The College. The issuing office will schedule the time and place for interview. Each firm selected for an interview should be prepared to clarify and elaborate on the details set forth in their proposal.

C. Multiple/Alternative Proposals

A proposer may submit multiple or equivalent proposals.

D. Public Information

All submitted proposals and information included therein or attached thereto shall become public records at the close of the submission period. Proposals will not be opened and read in a public forum.

However, all submitted proposals and information included therein or attached thereto will become the property of the College and are considered public record.

A respondent may submit written questions in order to clarify any matters relating to this Request for Proposals. The proposer's question and Owens' response will become public record.

E. Contact Office

David Halsey is the single point of contact and shall be the contact with regard to all aspects of this Request for Proposals. Respondents are not allowed to communicate with Owens employees, staff, faculty or officials regarding this RFP, except at the direction of the Owens contact. Any unauthorized contact will disqualify the vendor from further consideration of this RFP and any future RFP events of same nature.

F. Right to Reject Proposals, Waive Informalities and Award Agreements

Owens reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposals, and to accept or reject any item or combination of items.

G. Execution of Agreement

If a respondent does not execute an agreement within thirty (30) days after being notified of selection, Owens may give notice to the respondent of the Owens' intent to select the next most qualified respondent or call for new proposals, whichever Owens deems most appropriate. A draft copy of an agreement shall be submitted with the proposal.

H. Respondent's Costs to Develop Response or to Fulfill Contractual Responsibilities

The College is not liable for any costs incurred by the respondents prior to or during the Contract, unless specified herein. All cost associated with the development of a response and in responding to this RFP is solely that of the respondent and is not chargeable to the College under any resulting contract or in any other manner

I. Assignment

Neither the Contract nor any rights, duties, or obligations described herein shall be assignable by the respondent without the prior written approval of the College. The respondent shall not delegate any duties or obligations to another party without prior written approval by the College.

2.5 PROJECTED TIMELINE

Solicitation of proposals ..... **August 6, 2020**

Pre-Bid meeting/walkthrough ..... **August 12, 2020 at 10:00am at the CFPA**

Deadline for submitting written questions ..... **August 14, 2020**

Deadline for submitting proposals ..... **August 21, 2020**

3.0 GENERAL TERMS AND CONDITIONS

A. Indemnification

Respondent agrees to indemnify the College, its governing board, officers, employees, agents, students and the State of Ohio from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, and attorney's fees, which may arise out of respondent performance of this Agreement, except to the extent such are caused by the sole fault or negligence of the College.

B. Governing Law

This Agreement is made under and will be construed in accordance with the laws of the State of Ohio.

All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.

C. Contingent upon Appropriation

It is understood that any and all expenditures of State funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due hereunder, then the State of Ohio's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State.

D. Unresolved Findings

The College is prohibited, pursuant to §9.24, from contracting with any respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is unresolved. Respondent warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Respondent is void *ab initio* and the respondent must immediately repay to the College any funds paid under this respondent. If at any time during the RFP process the respondent appears on the Auditor's Findings for Recovery Database, such respondent's response shall be disqualified and any contract award rescinded.

E. Suspension or Debarment

Respondent certifies that it is not suspended or debarred by the Federal Government or State of Ohio from participating in Federal or State funded projects.

F. Absence of Sanctions

Respondent represents that neither it nor any of its owners, officers or employees have been sanctioned by or excluded from participation in any federal or state health care program, including Medicare and Medicaid. Respondent agrees that if it or any such individual associated with it should become the

subject of an investigation relating to health care fraud, abuse or misconduct, or should be sanctioned by or excluded from participating in any federal or state health care program, including Medicare and Medicaid, it will immediately notify the College contact of such event and the College contact will have the right to immediately terminate this Agreement without penalty or cost.

G. Compliance with Law and Policies

Respondent hereby covenants and agrees that in the course of Respondent's performance of its duties hereunder, Respondent will comply with all applicable federal, state and local government statutes, ordinances and regulations, and College policies and procedures.

If professional licensing or certification constitutes a qualification for respondent's performance under this Agreement, respondent will make immediately available, at the College's request, a copy of said certification or licensure.
The respondent warrants that it has complied with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to:

- Family Educational Rights and Privacy Act (FERPA)
- Gram-Leach-Bliley (GLB) Act
- Health Insurance Portability and Accountability (HIPAA) Act of 1996
- Privacy Act of 1974
- OSHA Compliance

The respondent agrees to comply with all applicable state and federal laws regarding drug-free workplace and ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Respondent agrees to adhere to Prevailing Wage laws, if applicable, as pursuant to ORC Chapter 4115.

H. Non-Discrimination

In carrying out the Contract, the respondent and any subcontractor or person acting on behalf of the respondent or any subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin ORC Section 125.111. The respondent will ensure that applicants are hired, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The respondent agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, sexual orientation, Vietnam-era veteran status, ancestry, or age. The respondent will incorporate the foregoing requirements of this paragraph in all contracts for any of the work prescribed herein or to be performed in connection with the Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. Respondent's facilities must meet the requirements of law to ensure accessibility to the disabled.

I. Campaign Contributions.

O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of O.R.C. Section 3517.13.

J. Ohio Ethics and Conflict of Interest Laws

By submission of a response, the respondent certifies that no member, agent, or employee of the College has or will benefit financially or in any manner inconsistent with Ohio's Ethics laws, Revised Code Chapter 102, from any resulting contract. Any contract arising from this RFP may be terminated by the College if it is determined that any gratuities of any kind were either offered to or received by any of the College's officials, employees or families from the respondent's his agent, or employees. Respondent further agrees to refrain from promising or giving to any College employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

Respondent acknowledges that no conflict of interest exists between the respondent and the College, or respondent and its employees, or any members of their families in relation to any College policies or guidelines or state laws. Any person who acquires a conflicting personal interest as of the date the services begin must immediately disclose such interest to the College in writing. Respondent will not participate in any action affecting the services of this Agreement unless the College has determined that such participation would not be contrary to the public interest.

Respondent certifies through its response that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws. Respondent understands that failure to comply with Ohio ethics and conflict of interest laws, may be ground for termination of this contract and may result in the loss of other contracts with the State of Ohio.

K. Public Records

Respondent understands that any records kept or maintained by the College, including any quotes or pricing of Respondent, may require disclosure under Ohio's Public Records Act, R.C. § 149.43 and Ohio law and Respondent consents to such disclosure.

L. Advertising

No respondent providing products or services to the College will appropriate or make use of the name or other identifying marks or property in its advertising.

M. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified, waived, or changed except in writing, and signed by both parties.

N. Waiver of Breach

A waiver by either party of any term or condition of this agreement in any instance shall not be deemed as a waiver of such term or condition for the future or of any subsequent breach thereof. All remedies, rights, undertakings, obligations or agreements contained in this Agreement shall be cumulative and

none of them shall be in limitation of any other remedy, right, obligation, or agreement of either party.

O. Severability

If any provision of this Agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this Agreement or the remainder of such provision (as the case may be), and the application, shall not be affected thereby.

P. Tax Exemption

Owens Community College is tax-exempt. An exemption certificate will be furnished upon request.

Q. Independent Contractor Status

During the term of a resultant Agreement, the respondent shall be engaged by the College solely on an independent contractor basis, and the respondent shall therefore be responsible for all the respondent's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

R.. Permits, Licenses, Taxes, and State Registration

The respondent shall obtain all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the State of Ohio, its political subdivisions, and any other states or governmental subdivisions in which work under this Contract is performed. The respondent must furnish appropriate certification of existence or certification of authority to conduct business in the State of Ohio (i.e. a certificate of Good Standing) as a condition of contract award. The certification of existence or certification of authority shall be obtained from the Secretary of State. If the respondent becomes disqualified from doing business in Ohio, it must immediately notify the College and cease performance hereunder until the disqualification is removed. The respondent must advise the College of all address changes.

S. Insurance

The respondent shall at its sole cost and expense, procure and maintain in full force and effect during the term of the contract:

1. Workers' Compensation and employer liability insurance covering all of the respondent's employees who are engage in any work under this contract.

2. Public liability and property damage insurance (construed as including respondents' protective and broad form contracted insurance) shall protect the respondent and any subcontractor performing work covered by the contract form claims from damages for personal injury, including death, as well as from operations under the contract, whether such operation be by the Respondent or any subcontractor.

3. Automobile bodily injury and property damage liability insurance when the services to be performed require the use of motor vehicles. Such insurance shall be secured from companies licensed to do business in the State of Ohio.

4. Respondent shall furnish Owns certificates evidencing this insurance coverage before services are commenced under the contract. All certificates of insurance shall provide that the insurance company will give Owens thirty (30) days written notice prior to cancellation or any change in the state coverage. Policies evidencing such insurance shall designate Owens as an additional insured and owner of the policy. All policies shall hold Owens harmless from any action brought against the respondent for negligence and or for any and all other actions brought against Owens as a result of this contract including but not limited to the defense of Owens.

OWENS STATE COMMUNITY COLLEGE

OWENS COMMUNITY COLLEGE CAMPUS LIGHTING RETROFIT TO LED

BID FORM

FEDERAL TAX ID NO. _____

RESPONDENT NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

PRINCIPAL OFFICER'S SIGNATURE: _____

NAME OF SIGNEE: _____
(Please Print or Type)

TITLE: _____

DATE: _____

Signature and Agreement to College Rights and Conditions

It is required that your proposal include the following acknowledgements signed by either the owner or an officer of your firm.

College Rights and Conditions Acknowledgement

1.	Does respondent acknowledge and agree to: • Submission Deadline and Certain College Rights • Projected Timeline • General Conditions	Yes	No
2.	Do you acknowledge that all submitted proposals and information included therein or attached thereto are considered as public record upon delivery to the College?	Yes	No
3.	Do you agree to comply with all applicable federal, state and local laws, rules, regulations, or ordinances and shall hold the College harmless from any liability from failure of such compliance?	Yes	No
4.	Do you certify that none of your directors, principal officers or employees are employed or affiliated with the College? If no, please provide their name(s) and title(s).	Yes	No

By: _____
Signature

_____
Printed Name

_____
Title

_____
Company

_____
Date

Equipment List/Pricing Sheet

Building	Equipment	CFM output	Cost
Library	AHU-1	35,000 CFM	
AVCC	AHU-1	50,000 CFM	
Math Science	AHU-1	19,500 CFM	
Math Science	AHU-2	24,600 CFM	
Center for Fine and Performing Arts	AHU-1	10,750 CFM	
Center for Fine and Performing Arts	AHU-2	8,600 CFM	
Center for Fine and Performing Arts	AHU-3	13,815 CFM	
Center for Fine and Performing Arts	AHU-4	19,300 CFM	
Center for Fine and Performing Arts	AHU-5	20,500 CFM	
Center for Fine and Performing Arts	AHU-6	12,600 CFM	
Center for Fine and Performing Arts	AHU-7	7,200 CFM	
Health Technologies	AHU-1	40,000 CFM	
Bicentennial Hall	AHU-1	18,000 CFM	
Heritage Hall	AHU-1	40,000 CFM	
Heritage Hall	AHU-3	11,000 CFM	
Heritage Hall	RTU-2		
Heritage Hall	RTU-3		
College Hall	RTU-1		
College Hall	RTU-2		
College Hall	RTU-3		
College Hall	RTU-4		
College Hall	RTU-5		
College Hall	RTU-6		
College Hall	RTU-7		
College Hall	RTU-8		
College Hall	RTU-9		
College Hall	RTU-10		
College Hall	RTU-11		
College Hall	RTU-12		
College Hall	RTU-13		
College Hall	RTU-14		