

CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION AGENCY (C-HCCAA)

REQUEST FOR PROPOSAL (RFP)

CLEAN, REPAIR, SEAL AND RE-STRIPE PARKING LOT

THE PURCHASING DEPARTMENT, CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION AGENCY, 1740 LANGDON FARM ROAD, CINCINNATI, OHIO 45237, PHONE 513-569-1875, FAX: 513-569-4353 IS SOLICITING PROPOSALS FOR THE PURPOSE OF CLEANING, REPAIR, SEALING AND, RE-STRIPING PARKING LOT AT ONE CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION AGENCY PROPERTY LISTED HEREIN.

SECTION I. GENERAL INFORMATION:

- 1.1 Cincinnati-Hamilton County Community Action Agency is requesting proposals for cleaning, preparation, sealing and re-striping of parking lots for our site located at 1740 Langdon Farm Road, Cincinnati, OH 45237, prior to Friday, September 1, 2023. Specification for this work is described in attached “EXHIBIT A”. **NOTE: The contractor for any contract awarded as a result of this RFP must comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). The Davis-Bacon Act is commonly referred to as “Prevailing Wage“. Details of the act may be found on the Internet by using the following link: <http://www.dol.gov/esa/regs/statutes/whd/dbra.html>**
- 1.2 **Inquiries:** Inquiries concerning this RFP should be directed to Josh Fletcher, (513) 569-4358 jfletcher@cincy-caa.org .
- 1.3 **Conditions of Proposal:** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of Offeror and will not be reimbursed by the Cincinnati-Hamilton County Community Action Agency.
- 1.4 **Mistakes within the Proposal:** An apparent low Offeror discovering a mistake in its RFP can withdraw the RFP if all of the following conditions apply: Timely notice – the Offeror must notify CHCCAA in writing within three (3) working days after the opening of proposals that a mistake was made. This notice can be given whether an award has been made or not. Substantial Mistake – The mistake has to be significant enough to make the RFP price substantially out of proportion to other RFP prices. Mathematical Error – The mistake has to be mathematical in nature due to a miscalculation or clerical error, an inadvertent omission, or a typographical error, which results in an erroneous sum. Mistakes of law, judgment, or opinion are specifically excluded from these criteria. Documentary Evidence – Clear and convincing documentation of the mistake must be presented as soon as possible, but no later than three (3) working days after the opening of RFP’s. Upon withdrawal of RFP, the low Offeror shall be prohibited from doing work on the project as 1) a subcontractor or in any other capacity and 2) quoting on the same project if the RFP is re-issued for response. **Otherwise, no portion of any RFP submitted may be withdrawn prior to sixty (60) days from Proposal Due Date shown below.**
- 1.5 **Notification Of Award:** It is expected, but not guaranteed, that a decision selecting the successful Offeror will be made within two (2) weeks of the closing due date for the receipt of proposals. Upon conclusion of final negotiations with the successful Offeror, all Offerors submitting proposals in response to this Request for Proposal (RFP) will be informed, in writing, of the name of the successful Offeror. It is expected that the contract shall be a one time negotiated price contract.

1.6 **Options: (Extensions of Contract) Not Applicable.**

DUE DATES:

- | | | |
|------|-------------------------|------------------------------------|
| 1.7 | Pre-Submission Meeting: | July 7, 2023 @ 2:00 P.M (OPTIONAL) |
| 1.8 | Proposal Due Date: | July 14, 2023 @ 3:00 P.M. |
| 1.9 | Award Date: | July 21, 2023 |
| 1.10 | Commencement Date: | ASAP |
| 1.11 | Ending Date: | September 1, 2023 |

1.12 **Instructions to Prospective Offerors:** All proposal packages are due by 3:00 pm, Friday, July 14, 2023. Please email a PDF of your proposal to Kristopher Parrish at purchasing@cincy-caa.org. OR, address and mail or drop-off your **SEALED PROPOSAL** response to: Kristopher Parrish, Purchasing Manager, Cincinnati-Hamilton County Community Action Agency, 1740 Langdon Farm Road, Cincinnati, OH 45237. The sealed proposal envelope with the **completed proposal** must be marked **“Confidential.”** Any proposals received after the proposal due time will be disqualified. Failure to meet the deadline, for submitting proposals cannot be waived and proposals submitted late will be disqualified.

1.13 **Public Opening:** No public opening of the sealed proposals is anticipated.

1.14 **Right To Reject:** The Cincinnati-Hamilton County Community Action Agency retains the right to ACCEPT or REJECT, any and all proposals and does not bind itself to accept the lowest price proposal. Further, the Cincinnati-Hamilton County Community Action Agency reserves the right to award in whole or in part and to ACCEPT or REJECT any parts of all proposals.

1.15 **Merger or Sale:** In the event a vendor awarded any business as a result of this RFP merges with, or is acquired by, another company during the term of any agreement resulting from said award, the vendor must notify the Purchasing Manager of the Cincinnati-Hamilton County Community Action Agency in writing within ten (10) days of the merger or acquisition. After such notification, the Cincinnati-Hamilton County Community Action Agency reserves the right to terminate the existing agreement upon a thirty (30) day written notice to the vendor.

1.16 **Negotiated Contract Award:** This request for proposal (RFP) package is a negotiated contract award procurement. Therefore, the Cincinnati-Hamilton County Community Action Agency reserves the right to engage in final negotiating with Offerors, selected solely at its discretion, who appear to have submitted initial proposals most advantageous to The Cincinnati-Hamilton County Community Action Agency after the Proposal Due Date noted above.

1.17 **Description Of Entity:** Cincinnati – Hamilton County Community Action Agency: Cincinnati-Hamilton County Community Action Agency is a nonprofit organization that serves Cincinnati and Hamilton County in Ohio. C-HCCAA is a private, nonprofit corporation and has been determined to be exempt from federal income tax under section 501(c)(3), of the Internal Revenue Code. It is governed by a twenty-one (21) member volunteer Board of Directors. The Administrative offices and all records are presently located at 1740 Langdon Farm Road, Cincinnati, Ohio 45237. Other program offices and facilities are located throughout the Cincinnati area. Cincinnati-Hamilton County Community Action Agency receives most of its funding from federal and state grants. Four major programs are run by the Agency. The four major programs are Head Start, Community Services Block Grant, Home Weatherization Assistance Program, and Home Energy Assistance Program.

The National Head Start Association is a private not-for-profit membership organization dedicated exclusively to meeting the needs of Head Start children and their families. It represents more than 1 million children, 200,000 staff and 2,700 Head Start programs in the United States. The Association provides support for the entire Head Start community by advocating for policies that strengthen services to Head Start children and their families; by providing extensive training and professional development to Head Start staff; and by developing and disseminating research, information, and resources that enrich Head Start

program delivery. Created in 1965, Head Start is the most successful, longest-running, national school readiness program in the United States. It provides comprehensive education, health, nutrition, and parent involvement services to low-income children and their families. More than 21 million pre-school aged children have benefited from Head Start.

- 1.18 **Sales Tax:** Products or services provided by a vendor awarded any business as a result of this RFP are exempt from Ohio Department of Taxation sales and use tax. The Cincinnati-Hamilton County Community Action Agency is a non-profit organization defined by IRS Code 501(c)3.
- 1.19 **Rule Of Law:** The laws of the State of Ohio shall govern any agreement entered into as a result of an award based on this RFP. Said agreement shall be the standard agreement used by the Cincinnati-Hamilton County Community Action Agency with attachments and/or exhibits as necessary to specifically define the scope of work. Further, said agreement, when executed by both parties shall constitute the entire agreement between the parties for the specified products or services for the term of the agreement.
- 1.20 **Contingencies:** Vendor's employees must agree to, and *may* be required to submit to, fingerprinting and background investigation as a condition of working at the facilities previously noted. They must also be able to provide proof of current immunizations if requested.

1.21 An OPTIONAL Pre-Submission Meeting is planned for July 7, 2023 @ 2:00 P.M. at the Agency's corporate headquarters building located at 1740 Langdon Farm Road, Cincinnati, OH 45237.

SECTION II: SCOPE OF WORK – SEE EXHIBIT A

SECTION III: REQUIRED BUSINESS INFORMATION

All Offerors are required to provide the following financial information. The information will be kept in strict confidence and will be only used as criteria to evaluate the response to this RFP. In the event, that the requested Business information, in this Section or Section IV is not available, a written STATEMENT, addressing the specific point is acceptable.

- 3.0 Name, address and telephone number of Business/Company.
- 3.1 Proprietors name, address and telephone number, or if publicly owned, the President/CEO's.
- 3.2 Date business/company was established.
- 3.3 Copy of recent business credit report, less than three (3) months old.
- 3.4 Proof of insurance and amount of coverage and workers compensation.
- 3.5 A list of business banks, or business credit unions and two (2) current suppliers for reference are required, including name, address and telephone number.
- 3.6 Business References from at least three (3) previous (recent past – within two years) or current customers; include name, address and telephone number.
- 3.7 Provide assurance that staff is properly identified, such as: uniforms, badges, ID cards, appropriate attire.

- 3.8 Complete SECTION V – PROPOSAL PRICING PAGE, of the RFP.
- 3.9 Complete the Civil Rights Compliance form.
- 3.10 Complete the Non-Collusion Affidavit form.
- 3.11 Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form.

SECTION IV: PROPOSAL EVALUATION CRITERIA

The following criteria will be used in considering and evaluating each Offeror's Proposal. In the event that the requested information, in this Section or in Section III is not available, a written STATEMENT addressing the specific point is acceptable.

- 4.0 Best and most responsive offer from a reputable, experienced and responsive Offeror.
- 4.1 The Offeror's overall responsiveness to the proposal solicitation package is important. Some examples of non-responsiveness may include, but are not limited to: (1. failure to provide all of the requested information in the solicitation, ie, Section III – Required Information, (2. incomplete documents or (3. proposing alternative offers in direct opposition to those which are listed in the specifications or RFP and which offer no, or negative, cost savings to the Cincinnati-Hamilton County Community Action Agency.
- 4.2 Experience of contractor and staff who will actually perform the contract.
- 4.3 A credit report to assess the Offeror's financial ability to staff adequately, have and maintain all necessary equipment to complete the contract.
- 4.4 Proof of Insurance and Workers compensation.
- 4.5 The contractor's ability to follow basic Agency accounting procedure, ie, sending all invoices to Accounts Payable and/or if needed, following all shipping/receiving procedures. All invoices are to be mailed to Accounts Payable on the last day of each month. (No exceptions). Payment terms will be net 30 days from date of completed services or from date of receipt of correct invoice, whichever is last.
- 4.6 Contractors' integrity and compliance to public policy and the capability to perform in accordance with the terms and conditions of the proposal package. All supplier references will be verified, and if necessary the Cincinnati-Hamilton County Community Action Agency will utilize the services of the Better Business Bureau.
- 4.7 A review of the three (3) requested business references from current or previous customers to verify customer satisfaction and quality of work.
- 4.8 The Offerors completeness and thoroughness, in submitting all of the requested documents, the results of the Offeror's reference checks and confidence that the Offeror can successfully perform all terms, conditions and functions as designated in the RFP.
- 4.9 Creative or innovative cost reduction and/or control responses to this RFP.
- 4.10 Prior business experience with the Offeror.

SECTION V – PROPOSAL PRICING PAGE

5.1 Company Name - (PRINT) _____

5.2 Signature Of Owner (Or Authorized Representative) _____
(The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.)

5.2.1 Owner's Name (Or Authorized Representative) (PRINT) _____

5.3 Please complete, sign and return this section.

**PROPOSED TOTAL CHARGE
FOR COMPLETION**

5.3.1 Parking Lot Cleaning, Sealing & Striping \$ _____

Please see EXHIBITS for Scope of Work

5.4 The contractor shall invoice, for the above charges upon satisfactory completion of work and send to: ACCOUNTS PAYABLE, Cincinnati-Hamilton County Community Action Agency, 1740 Langdon Farm Road, Cincinnati, Ohio 45237.

5.5 Offeror agrees that should they be awarded business as a result of this RFP, their work performance results shall be reviewed by the Facilities Manager (or their representative) of the Cincinnati-Hamilton County Community Action Agency, to assess the quality of contract performance and adherence to specifications. Should the review results not be acceptable, said work performance will be subject to immediate corrective action on the part of the Offeror that is acceptable to the Facilities Manager (or their representative). If it is found that acceptable performance cannot be mutually agreed upon, the Offeror agrees that said dispute will be resolved through binding arbitration (ALTERNATE DISPUTE RESOLUTION) as outlined below. Both parties as evidenced by submittal and signature, voluntarily forfeit their right to bring any cause of action against the other in a court of law for unresolved disputes related to obligations within any contract awarded as a result of this RFP. The Cincinnati-Hamilton County Community Action Agency and Offeror further agree that said arbitration will be provided through the American Arbitration Association and will be regulated by its Commercial Arbitration Rules.

5.6 By executing this proposal, all Offerors agree that the Offeror receiving the contract award will be required to supply the Cincinnati-Hamilton County Community Action Agency's Purchasing Manager with a certificate of general commercial liability insurance in an amount not less than \$1 million per occurrence and \$2 million in the aggregate listing the Cincinnati-Hamilton County Community Action Agency as an additional insured prior to performing services under the award. In addition, by executing this proposal, all Offerors agree that the Offeror receiving the contract award will be required to supply the Cincinnati-Hamilton County Community Action Agency's Purchasing Manager with a certificate of Workers Compensation (if applicable) prior to performing services under the award. Failure to provide both certificates as described above is cause for immediate termination of the agreement solely at the Cincinnati-Hamilton County Community Action Agency's discretion.

SECTION VI - CIVIL RIGHTS COMPLIANCE

Offeror agrees that in the performance of an Agreement, as such, that there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor, as specified in the Civil Rights Act of 1964, and all subsequent amendments.

(Signature of Owner/Authorized Individual)

(Print Name)

(Name of Company)

(Date)

SECTION VII

CONTRACT/PROPOSAL:

(This Affidavit must be executed for the proposal under consideration)

NON-COLLUSION AFFIDAVIT

STATE OF _____) ss.

COUNTY OF _____

I, _____
(Owner/Authorized Individual Signature & Print Name)

being duly sworn, do depose and say:

That _____
(Name of Company)

its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

(Owner/Authorized Individual Signature)

Sworn to and subscribed before me this _____ day of _____, _____.

(SEAL)

(Notary Public)

_____, _____

my commission expires

SECTION VII

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

Vendor agrees that in the performance of the Agreement, that the business or individual shall not be considered debarred, suspended, ineligible or has been voluntary excluded in business ventures.

(Signature of Owner/Authorized Individual & Print Name)

(Name of Company)

EXHIBIT A SCOPE OF WORK

Parking Lot – Seal Coating/Striping Only

SEALCOATING AND STRIPING--GENERAL:

All work is to be completed on weekends or evenings after 6:00 P.M. Upper Library Lot must be done on a Sunday

Preliminary Notes and guidelines:

1. Remove any vegetation overhanging the parking lot, commercially sweep or vacuum the surface of the pavement to remove grit, dirt and other debris.
2. Remove any existing vegetation as necessary growing through cracks of parking lot and apply liquid herbicide to that area of lot surface and allow herbicide to dry.
3. Clean oil deposits on pavement surface to remove oil and apply Brewer Coat Spot Primer (or equivalent) as needed.
4. Include patching and repair of large pot holes or deteriorated asphalt

Crack Sealing

5. Blow cracks ½ inch or larger with forced air to remove dirt and debris. There is approximately 16,000 lft. of cracks to fill Filling any less than this will be deemed an incomplete job
6. Apply hot pour Flex-A-Fill joint and crack sealant (or equivalent) over clean dry cracks. Apply ASTM/federally approved hot pour over cracks. Multiple fills may be required to fill cracks to level surface.

Seal Coating

7. Apply two heavy coats of Armor Flex sand fortified coal tar slurry emulsion pavement sealcoat (or equivalent) as per federal specifications #PSS104. NOTE: Armor Flex additive must be added to sealcoat to promote faster drying , tire mark resistance and fuel resistance.
8. Close and block parking lot till coating is cool and hardened.

Striping

9. Restripe parking lot to match existing lines and spaces. Minor changes will be made to reduce Handy Cap spaces.

END

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