EST 1808
CITY OF
DELAWARE
OHIO

REQUEST FOR QUOTES (RFQ)

Unity Community Center Window Replacement

The City of Delaware ("City") is issuing this Request for Quotes (RFQ) to solicit responses from qualified and experienced Contractors to provide window removal and replacement services at the Unity Community Center, located at 50 Ross Street, Delaware, Ohio 43015. The selected Contractor shall furnish all labor, materials, equipment, supervision, disposal, and related items necessary to remove existing windows that have reached the end of their functional service life and install new, modern, energy-efficient replacement units. The work shall be performed in accordance with the specifications outlined in this RFQ, with the intent to improve building performance, enhance occupant comfort, increase weather resistance, and reduce long-term maintenance needs.

For the purposes of this RFQ, "Respondent" and "Contractor" refer to the entity submitting a quote in response to this solicitation. The City intends to make an award to the responsive and responsible Respondent whose quote provides the best overall value based on the requirements and pricing set forth herein. The City reserves the right to make one or more awards, reject any or all quotes, waive minor informalities, and cancel or reissue this RFQ if deemed in the City's best interest.

Information for Vendors

The following documents are included with this RFQ:

1. Exhibit A-Pricing for Window Replacement
2. Exhibit B-Supplemental Information
3. Exhibit C-Pictures of Existing Windows and Location
4. Exhibit D-City Contract Template

All questions regarding this Request for Competitive Quotes (RFQ) shall be submitted via email to Procurement at procurement@cityofdelawareoh.gov. Verbal inquiries will not be accepted. A walk through is scheduled for **October 1, 2026 at 9:00 a.m.** located at 50 Ross Street, Delaware, OH 43015. Questions can be submitted until **October 5, 2026** and responses will be documented and posted via the City's website via addendum. The deadline for quotes is **October 12, 2026 by 11 a.m**. Proposals sent past this deadline will not be accepted.

In submitting a response, Respondents acknowledge that they have read, are thoroughly familiar with all specifications and requirements of the RFQ, and understand all instructions, conditions, and limitations.

Response Submission

1. Vendor shall submit a completed pricing form, which is included as Exhibit A. Alternate pricing forms will not be accepted.
2. Vendor must submit their certificate of insurance naming the City as an additional insured on the Certification of Insurance.

   The types and amounts of insurance required for this work are as follows:

   A. Commercial General Liability Insurance in the amount not less than $2,000,000 per occurrence with an annual aggregate of $3,000,000, including products completed operations coverage with a tail period of two years following completion of the Services in the amount of $2,000,000 per occurrence with an annual aggregate of $3,000,000;

   B. Property Damage Insurance in the amount not less than $1,000,000 for each accident or occurrence and $1,000,000 aggregate;

   C. Commercial Automobile Liability Insurance for a minimum of $1,000,000 per accident including coverage for subcontractors;

   D. To the extent Service Provider performs such services, Professional Liability/Errors & Omissions coverage, in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate;

   E. Excess Liability Insurance in the amount not less than $2,000,000.

   F. Service Provider shall also secure and maintain, at its own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

All applicable certificates shall clearly identify the City of Delaware, Ohio as an Additional Insured where required by the City’s contract. Insurance shall remain in effect for the duration of the contract.

Exhibit A-Pricing Form

Vendor Name: _____
Contact Person: _____
Email: _____
Phone: _____

Section 1: Windows Replacement
Description of Work (window types, sizes, materials, color, etc.):

Quantity: _____
Total Price (includes labor costs): _____
Product Lead Time:_____

Section 2: Rot Repair Work
Description of Work (areas affected, extent of damage, repair method):

Quantity Unit (Choose One): Hours___ Unit___
Labor Cost: _____

Section 3: Additional Work
Description of Work (optional or recommended additional tasks):

Total Price: _____

List any assumptions, exceptions or conditions that would change the work or cost:

Please include any specifications for quoted windows.

Exhibit B-Supplemental Specifications

1. Labor, Materials and Equipment Furnishing

The Contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, disposal services, permits, and incidental items necessary to complete the replacement window project at the Unity Community Center. All equipment and materials shall be properly maintained, suitable for the intended tasks, and compliant with all applicable manufacturer requirements and industry standards.

2. Replacement Window Requirements

All replacement windows shall (include any necessary specifications):

a. Be new, double-pane insulated glazing units
b. Be NFRC certified
c. Be ENERGY STAR® certified.
d. Meet applicable FGIA/AAMA performance standards for commercial replacement windows.
e. Be compatible with existing building conditions and window openings.
f. Be installed in accordance with the manufacturer's published installation instructions.
g. Closely match existing windows in appearance, dimensions, configuration, and operation to the greatest extent practicable.
h. Include screens for all operable windows.
i. Include all required flashing, sealants, insulation, weatherproofing, trim, and finishing materials.
j. Provide weather-tight and properly sealed interior and exterior conditions.

3. Contractor Compliance

The Contractor shall:

a. Comply with all applicable federal, state, and local laws, codes, regulations, safety requirements, and manufacturer installation standards.
b. Field-verify all window opening dimensions and conditions prior to ordering or fabrication.
c. Notify the City of any discrepancies between RFQ dimensions and field conditions.
d. Coordinate the work schedule with the City prior to commencing work.
e. Minimize disruption to City staff, occupants, programs, and visitors

4. Removal, Disposal, Restoration and Cleanup

The Contractor shall remove all existing windows designated for replacement, along with any associated components necessary to complete the installation, and shall properly dispose of all removed windows, materials, and construction debris in accordance with applicable regulations. After each window is removed, the Contractor shall inspect the opening to

identify any deteriorated, damaged, or rotted framing, substrate, or concealed conditions and promptly notify the City of any such findings; no repair or replacement of deteriorated framing or substrate may proceed without prior City authorization. The Contractor shall restore all interior and exterior finishes disturbed during the work and repair any damage caused by its operations. All debris, packaging, scrap materials, and tools shall be removed from the work area daily, and the facility shall be left in a clean, orderly, and safe condition at the end of each workday. All construction debris generated by the project shall be disposed of properly.

5. Installation

The Contractor shall furnish and install the approved replacement windows using appropriate cut-and-replace installation methods and in accordance with the manufacturer's published installation instructions. The installation shall include all required flashing, sealants, insulation, weatherproofing, trim, and finishing materials necessary to achieve a complete and weather-tight assembly. The Contractor shall ensure that all windows are properly aligned, secured, sealed, and fully weather-tight; that all operable windows open, close, and lock correctly; and that screens are installed on all operable units. Any damaged or defective glazing shall be replaced at no cost to the City. No window opening may remain unsecured or exposed to the weather at the end of any workday.

6. Safety

The Contractor shall comply with all OSHA requirements and provide appropriate personal protective equipment for all workers. The Contractor shall maintain safe working conditions for City employees, occupants, visitors, and the public, and shall secure work areas to prevent unauthorized access. Reasonable protective measures shall be taken to safeguard existing building finishes, furnishings, and other elements from damage during the work.

7. Inspection and Acceptance

All work performed under this project is subject to inspection and acceptance by the City. The Contractor shall provide full access to the work whenever requested by City representatives. Any work determined by the City to be deficient, non compliant, or improperly installed shall be promptly corrected by the Contractor at no additional cost. Final acceptance will occur only after the City verifies that all required work has been satisfactorily completed.

Exhibit C- Pictures of Existing Windows and Location

Photographs are provided for general reference. Respondents shall field verify all existing conditions, dimensions, and installation requirements prior to fabrication. Existing conditions shown are representative and may not identify all deficiencies. The contractor shall inspect each opening during removal and notify the City of concealed deterioration requiring repair. Photographs were taken July 2026.





Unity Community Windows-61¾ inches wide × 33⅞ inches high.

Total number of windows: 17

Unity Community Center



Located at 50A Ross Street, Delaware, OH 43015

Exhibit D

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement for Unity Community Center Window Replacement (the "Agreement") is made and entered into and effective on this ____ day of _____, 2026 ("Effective Date") by and between the City of Delaware, Ohio (the "City"), an Ohio Municipal Corporation, with offices located at 1 South Sandusky Street, Delaware, Ohio 43015 and [Service Provider Name] ("Service Provider"), with an office and principal place of business located at [Service Provider Name Address].

WHEREAS, the City desires to engage Service Provider to perform the construction related services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged; and

WHEREAS, the City and Service Provider seek to set forth the terms and conditions for this engagement exclusively in this Agreement, to supersede any and all other prior agreements regarding the subject matter hereof.

NOW, THEREFORE, in consideration of this Agreement and of the terms and conditions herein contained, the parties, intending to be legally bound, agree as follows:

TERMS AND CONDITIONS

I. Performance of the Services. Service Provider shall:

A. Perform the Services as set forth in the attached Exhibit A, which generally includes as-needed construction-related services.

B. Provide all labor and materials required to ensure the successful completion of this work.

C. Give prompt notice to The City should Service Provider observe or otherwise become aware of any fault or deficit in the project or task, or any nonconformance with the Agreement.

D. Obey all applicable federal, state, and local laws.

E. Remit to The City after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs,

and similar materials. Service Provider shall be entitled to retain copies for Service Provider's files.

F. Coordinate all aspects of the work referenced in this Agreement with the City's representative or his or her designee.

II. Obligations of the City. The City shall:

A. Assist Service Provider by providing applicable and available information pertinent to the Services.

B. Assist in making the necessary provisions to enter upon public and private property as required to perform the Services.

C. Give prompt notice to Service Provider should the City observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination.

A. This Agreement shall commence on the Effective Date. Work pursuant to this Agreement shall commence no later than XX XX, Year. This Agreement shall remain in effect until XX XX, Year, or until all work is completed to the satisfaction of the City, whichever occurs first.

B. The City may cancel or terminate this Agreement at any time, effective immediately, by providing written notice to Service Provider. In the event this Agreement is terminated by the City prior to its natural expiration, Service Provider shall be paid for work completed in accordance with this Agreement.

C. Service Provider shall be in default under this Agreement if either of the following occurs and is not remedied within five business days of the date of written notice of any such event given by the City: (1) Service Provider fails to timely perform or observe any of its obligations under this Agreement, or (2) Service Provider withdraws from the project and cannot provide a replacement acceptable to the City.

IV. Payment.

A. Service Provider shall be compensated for its Services consistent with the rates identified in Exhibit B. The total compensation for the Services shall not exceed $XXXX.XX without prior approval of the City. No additional payment will be made for fringe benefits, travel time or travel-related expenses.

B. Unless otherwise agreed to by the parties, upon completion of the Services, Service Provider shall submit an invoice to the City for Services rendered, and the City agrees to pay within thirty days receipt of a valid invoice, which shall consist of a description of work completed and date(s) performed as applicable. Invoices shall be approved by the appropriate City Department Head or their designee and forwarded to the Office of Finance for payment. The City's payment shall also be

contingent upon (a) Service Provider's proper performance of the Services in accordance with any plans, specifications, and manufacturer's instructions, and within the applicable standard of care and (b) to the extent applicable, all manufacturer warranties for any materials or equipment provided by Service Provider.

C. Acceptance of final payment shall constitute a waiver by Service Provider of any claims related to this Agreement, except for those expressly reserved in accordance with applicable law.

V. Relationship of the Parties – Independent Contractor.

The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of the City and is not a public employee pursuant to R.C. 145.01 et. seq. Nothing in this Agreement shall be construed to create a relationship between Service Provider and the City of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on the City's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by the City or any City personnel as to the manner of work. Furthermore, if Service Provider is an individual, then Service Provider must complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement Form, available here: : Independent Contractor/Worker Acknowledgment.

VI. Indemnification.

A. Professional Liability. Relative to the extent, losses, damages, liability and cost, Service Provider agrees to indemnify and save the City, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by Service Provider or its employees.

B. General Liability. To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless the City, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of the acts or omissions of Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Service Provider, any subconsultant(s) of Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

C. As a municipal corporation of the state of Ohio, the City cannot lawfully indemnify Service Provider and affirmatively does not indemnify Service Provider.

VII. Insurance. The types and amounts of insurance required under this Section shall be as follows:

G. Commercial General Liability Insurance in the amount not less than $2,000,000 per occurrence with an annual aggregate of $3,000,000, including products completed operations coverage with a tail period of two years following completion of the Services in the amount of $2,000,000 per occurrence with an annual aggregate of $3,000,000;

H. Property Damage Insurance in the amount not less than $1,000,000 for each accident or occurrence and $1,000,000 aggregate;

I. Commercial Automobile Liability Insurance for a minimum of $1,000,000 per accident including coverage for subcontractors;

J. To the extent Service Provider performs such services, Professional Liability/Errors & Omissions coverage, in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate;

K. Excess Liability Insurance in the amount not less than $2,000,000; and,

L. Service Provider shall also secure and maintain, at its own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

M. The City shall be held harmless for any damage to Service Provider's property and/or equipment during the course of performance under the Agreement.

N. The above referenced insurance shall be maintained in full force and effect during the life of this Agreement and for one year beyond, where specified. Certificates showing that Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, The City prior to the start of work on the project and before the City is obligated to make any payments to Service Provider for the work performed under the provision of this Agreement. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of The City is an “Additional Insured”.

VIII. Employee Documentation

A. Service Provider guarantees that the individuals employed by Service Provider working on this project are authorized to work in the United States. Service

Provider will upon request provide the City with appropriate documentation (Form I-9) for any Service Provider employee performing services for the City.

B. Service Provider agrees to indemnify he City in accordance with Section VI of the Agreement for any issue arising out of Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

C. Service Provider shall be responsible for providing to the City a current Form W-9 to verify Taxpayer Identification Number (TIN). In the event of any changes, Service Provider shall be responsible for providing to the City an updated current Form W-9.

D. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.

E. The City represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of the Codified Ordinances of the City, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

D. Service Provider shall receive Internal Revenue Service form 1099 from the City for income tax reporting purposes.

X. Assignment.

Neither this Agreement, nor any rights, duties, or obligations described herein, may be assigned be Service Provider without the prior express written consent of the City.

XI. Discrimination.

A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by the City and/or Service Provider in connection with the Services.

B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Delaware County, Ohio.

XIII. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XIV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

XV. Subcontracting. As applicable, and as approved by the City, Service Provider agrees that all subcontractors shall be bound by all Terms and Conditions of this Agreement. All subcontractors' costs and expenses will be at the sole expense of Service Provider, and Service Provider shall be solely responsible for payment to subcontractors and compliance of subcontractors with all Terms and Conditions of this Agreement. Service Provider further assumes responsibility for all work performed by subcontractors under this Agreement.

XVI. Warrant of Service Provider Regarding Ohio Revised Code 9.24. Service Provider warrants that it is not subject to any "unresolved" finding for recovery under R.C. Section 9.24. If the foregoing warranty is deemed to be false, this Agreement is void *ab initio* and Service Provider must immediately repay to the City any funds paid under this Agreement.

XVII. Resolution of Disputes. The City and Service Provider recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the City and Service Provider agree that if any controversy or dispute arises out of or relates to this Agreement, or any breach of this Agreement, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The City and Service Provider shall attempt to mutually agree as to the provider of neutral mediation services. Should timely attempts at resolution of disputes fail, the parties reserve all rights available to them at law and in equity.

XVIII. Confidentiality and Public Records. Service Provider understands all documents contained or incorporated into this Agreement or created pursuant to this Agreement are presumed to be public records. If Service Provider believes a document contains trade-secret information, confidential proprietary information, or other data that exempts the document from disclosure and submits the legal basis for that determination, the City will review the matter and may restrict public inspection and copying of the document.

XIX. Supersedes Prior Agreements. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the parties regarding the terms and conditions set forth herein. In the event of any conflict in terms between this Agreement and any other document relating to the subject matter hereof, the terms of this Agreement shall control.

XX. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized

officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio. If there is any conflict between this Agreement and any term, condition, or item in the attached Exhibit A, the term in this Agreement shall control.

[signatures appear on following page]

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DELAWARE, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2026.

CITY OF DELAWARE, OHIO

BY: _____ Date _____
Paul J. Brake, City Manager

[SERVICE PROVIDER NAME]

BY: _____ Date _____

Approved as to Form:

BY: _____ Date _____

David C. Moser, City Attorney

CERTIFICATION OF FUNDS

I hereby certify that the above amount required to the above, has been lawfully appropriated, authorized, or directed for such purposes and is in Treasury or in the process of collection to credit of the above funds free from obligation or certification now outstanding.

BY: _____ Date: _____

Director of Finance