



City of Dayton, Ohio  
Department of Water  
Division of Water Supply & Treatment

**Engineering Services for Electrical Design and Construction Inspection Related to the  
Replacement of Ottawa Yards Substation and Ottawa Pump Station**

REQUEST FOR PROPOSAL (RFP) No. 18037WTWS  
5% SBE

November 2018

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## SECTION 1 – PROPOSAL INSTRUCTIONS

**This Project is being solicited with a 5% Small Business Enterprise (SBE) participation.** Small Business Enterprise (SBE) subcontractor(s) proposers on this project must be certified with the City of Dayton Human Relations Council as such. Prime Contractors must attend the mandatory pre-proposal meeting in its entirety. A company must be certified as a SBE for the SBE goal at the time of the proposal due date. The list of certified companies in the City’s Procurement Enhancement Program can be found using the following link: <http://daytonhrc.org/business-technical-assistance/certification>; click the “PEP Certification List” link under Procurement Enhancement Program.

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

City of Dayton, Water, Water Supply & Treatment  
 Liz Zelinski  
 3210 Chuck Wagner Lane  
 Dayton, OH 45414  
 Telephone: (937) 333-6134  
 Fax: (937) 234-1568  
 E-Mail: liz.zelinski@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number, and include the RFP number in the subject of the e-mail. 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:  | November 14, 2018   |
| Pre-Proposal Meeting and Site Visit:                            | Meeting will be at Ottawa Treatment Plant 1044 Ottawa St, Dayton, OH 45402 at 9:00 AM local (Dayton OH) time on Tuesday, December 4, 2018 |
| Notify City of Intent to Attend pre-proposal Meeting/Site Visit | 5:00 PM local (Dayton OH) time on Friday November 30, 2018  |
| Last Day to Submit Questions:                                   | 5:00 PM local (Dayton OH) time on Monday, December 10, 2018   |
| Written Responses to Questions:                                 | December 13, 2018   |
| Due Date for Proposals:   | 4:00 PM local (Dayton OH) time on December 18, 2018   |
| Contractor is Selected:   | Anticipated by January 18, 2019   |
| Contract is Awarded:  | Anticipated in January 30, 2019   |
| Notice to Proceed Issued:                                       | Anticipated in February 2019  |

1.03 PRE-PROPOSAL MEETING. The City shall conduct a MANDATORY pre-proposal/site visit meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Review the City's Procurement Enhancement Plan (PEP) procedures
- Answer questions

This may be the only opportunity for the Contractors to meet with the City. Contractors shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the pre-proposal meeting and how many persons will attend. Attendance at this meeting is mandatory for all who intend to submit a proposal.

**1.04 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/Survey the Site Conditions
- Answer questions

This may be the only opportunity for the Contractors to visit the project location.

**1.05 SUBMITTING A PROPOSAL.** Each Contractor 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, 4 copies of their written proposal and an electronic copy on a flash drive. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFP No. 18037WTWS Engineering services for electrical design and construction inspection related to the replacement of Ottawa Yards Substation and Ottawa Pump Station  
City of Dayton, Division of Procurement, Room 514  
Attn: Melissa Wilson  
City Hall  
101 West Third Street  
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by 5:00 PM 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-Contractors 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.

**1.06 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. Contractors are 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** as per Section 2.
- **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 of the RFP Requirements.
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

**1.07 Items that Disqualify a Vendor Immediately.**

- Incomplete or non-responsive proposal
- Failure of proposer to attend or send a representative to the pre-proposal meeting
- 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.

**1.08 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.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

| Evaluation Criteria for Goods and Services |   |                     |
|--|---|---------------------|
| Item                                       | Description                                     | Percentage Possible |
| 1  | Cost/Price/Lump Sum Fee                         | 30%                 |
| 2  | Previous Experience, including similar projects | 25%                 |
| 3  | Key Personnel for this Project                  | 20%                 |

|   |  |             |
|---|--|-------------|
| 4 | Quality  | 10%         |
| 5 | Perform Within Time Limits, Proposed Schedule for this Project | 10%         |
| 6 | Dayton Local Business  | 5%          |
|   | <b>Total Points</b>  | <b>100%</b> |

Dayton Local will be determined by the address submitted on Exhibit A, which is the same address that will be used for the Contract. If the address is located within the City of Dayton Corporation Limit, the full five (5) points will be awarded. Any further clarification can be found at the website listed in Section 3.03.

## SECTION 2 – SCOPE OF PROJECT

**2.01 PURPOSE AND NEED.** The City of Dayton Department of Water, Water Supply and Treatment is seeking proposals from highly experienced and professional consulting firms to perform engineering services related to the replacement of the Ottawa Yards Substation and the Ottawa Pump Station Motor Control Center located at 935 Ottawa Street in the City of Dayton Ottawa Yards.

Each Consultant shall demonstrate in its proposal their qualifications and experience along with a proposed approach for the detailed services outlined in Section 2.03- Scope of work. The services to be provided include design phase, bid phase, and construction phase services for the project. Based on the City’s evaluation of the proposals, a Consultant will be selected with which to enter into an agreement for professional services for this project.

**2.02 BACKGROUND INFORMATION.** Ottawa Substation and Ottawa Pump Station Motor Control Center were put into operation in 1991. They are reaching the end of the manufacturer’s support and in the case of electromechanical protective relays and other devices is several design versions behind the state of the art. The Ottawa Substation provides primary and backup power switching and distribution to the Ottawa Water Distribution Building, the Ottawa Pump Station, the Ottawa Water Treatment Plant, and the Lime Reclamation Facility from a dual utility feed. The Ottawa Pump Station Motor Control Center provides pump motor controls to a mix of ten low and high service distribution pump motors for the Ottawa Water Treatment Plant output.

**2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.** The Consultant shall examine and inspect the existing facilities and prints and following project requirements to design a new substation and motor control center. This can then be bid out for a contractor to complete, build and install the new designs. The consultant shall provide Technical Services during Construction. This section provides a detailed description of the major tasks to be performed in the execution of this project. These are the minimum services the selected Consultant will be expected to perform and should be addressed in the proposal. The services to be provided include the inspection phase, design phase, bid phase, and construction phase services.

Additional tasks may be identified and included in the Consultant’s proposal as supplemental services for consideration by the City. The City reserves the right to revise the scope of services in the agreement for professional engineering services between the City and the Consultant.

- A. Inspection and Examination
  - 1. Site visit and evaluation of the present system and its operation at Ottawa Substation and newer Miami Kittyhawk Substation.
  - 2. Meet with Pump Station Supervisor, Electrical Engineer, and Civil Project Engineer.
- B. Design Phase Services
  - 1. Review the design drawings of the original construction documents and other materials documenting the present installed equipment.

2. Make recommendations for improvements and updates based on the Consultant's experience and evaluation.
3. Evaluate the original design with respect to present design standards and requirements. Drawings will be provided.
4. Evaluate adequacy of present capacity for power to the facilities and capacity and operation of the pump station.
5. Create construction drawings and specifications. Include:
  - Substation Property site plan
  - Substation Equipment Layout
  - MCC Equipment Layout
  - Single line diagrams
  - Electrical characteristics of the primary equipment, transformer, and secondary equipment
  - Specified ratings
  - Bill-of-material
  - Wiring diagrams
  - Operational instructions for key lock schemes, transfer switch operation schemes, and other special instructions
6. Desired Improvements to both designs
  - New Substation Design- Walk-In Outdoor Rated Single Aisle Enclosed Substation upgrade similar to newer Walk-In Outdoor Rated Single Aisle Enclosed Substation at the Miami Water Treatment Kittyhawk Substation
  - Substation- motor powered racking of main circuit breakers with remote pendant with standard mechanical backup
  - Design substation with enclosed transfer switch for 12.4 KV power dual feeds to the Ottawa Facilities from primary 12.4 kVolt DP&L ASW1220 and backup 12.4 kVolt DP&L AYW1229
  - One power meter for each downstream facilities from present design of one power meter for all. New design to explore having a separate power meter on the Lime Reclamation Facility, Ottawa Water Treatment Plant, Ottawa Pump Station, and Water Distribution. This can be done in consult with our local utility- Dayton Power & Light owned by AES.
  - Ottawa Pump Station MCC Layout for 4160 volt pump motors with transfer switch for the dual feeds primary 4160 Volt DP&L ASW420 (stepped down DP&L ASW1220) and backup 4160 Volt DP&L AYW429 (stepped down DP&L AYW1229) to the pump motors
  - Ottawa Pump Station MCC –motor powered racking of circuit breakers with remote pendant with standard mechanical backup
7. Provide 30% and 60% construction drawings and specifications for Owner's review. Design shall confirm to all applicable codes and standards. The Consultant shall respond to any questions received from prospective bidders, and assist the Division of Water Engineering to prepare addenda to clarify, correct or change contract documents. The consultant shall attend the pre-bid meeting and bid opening, assist in evaluation of bids, and assist the Department in recommendation concerning award of the construction contract. Consultant shall anticipate 40 hours/month for 1 month (or 40 hours).
8. Provide Final Construction plans. Drawings shall be stamped by a Registered Ohio Professional Engineer. The Consultant shall provide technical/site engineer services during construction. Construction Phase Services may include but not limited to contractor pay estimate review, schedule review, shop drawing review, attend monthly progress meetings, prepare minutes of meeting notes, inspect work or materials, change order review, etc. Consultant shall anticipate 40 hours/month for 18 months (or 720 hours). The City of Dayton will prepare as-built drawings for the project.
9. Provide final drawings in AutoCAD format, and specifications in Word format.



**2.04 PRICING STRUCTURE.** Prices proposed will remain firm for acceptance within **180** calendar days after the RFP closing date.

Proposal should include a detailed price breakdown. The breakdown should allow the City to see the cost associated with each phase and major tasks.

## **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 contractors 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 Contractor 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 are subject to change by the City prior to the award of the contract.**

## ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on Month Day, 20xx, whichever date is earlier.

## ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor 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

The total remuneration in this Agreement shall not exceed XXXX THOUSAND DOLLARS (\$XXX,000.00). Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

## ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, 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

Contractor 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. Contractor shall have no liability for defects in the Services attributable to Contractor'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 Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor 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

Contractor 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 Contractor 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, Contractor 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.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor 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 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

Contractor 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 Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor 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 Contractor.

## **ARTICLE 9. TERMINATION**

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor 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 Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

## **ARTICLE 10. STANDARD TERMS**

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

Neither the City nor Contractor 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 Contractor 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 Contractor and the City.

#### D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor 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 Contractor from receiving future City contracts.

#### E. WAIVER

A waiver by the City or Contractor 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, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor 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.

Contractor, its employees and any persons retained or hired by Contractor 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, Contractor 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. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

#### H. ASSIGNMENT

Contractor 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 Contractor from employing independent Contractors, 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 Contractor.

#### 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

Contractor 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 Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. Any and all computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
  - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
  - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”)Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. ([https://www.pcisecuritystandards.org/documents/PCI-DSS-v3\\_2-AOC-Merchant.docx?agreement=true&time=1493826893795](https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795) or [https://www.pcisecuritystandards.org/documents/PCI-DSS-v3\\_2-AOC-Offeror.docx?agreement=true&time=1493826893795](https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Offeror.docx?agreement=true&time=1493826893795))

Select one of the following and initial on the adjacent line:

Not Applicable (“N/A”) \_\_\_\_\_

Offeror reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at time of offer to the City of Dayton \_\_\_\_\_



City of Dayton, Ohio  
Department of Water  
Engineering Services for Electrical Design and Construction Inspection Related to  
the Replacement of Ottawa Yards Substation and Ottawa Pump Station  
RFP No. 18037WTWS  
October 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 |
|------|-------|--|--|
|      |       |  |  |
|      |       |  |  |
|      |       |  |  |
|      |       |  |  |
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City of Dayton, Ohio  
Department of Water  
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October 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. 2018 WTWE 001. 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  
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**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.: \_\_\_\_\_

**EXHIBIT D – PARTICIPATION/WAIVER REQUEST FORM**

**(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM**

**Project Name:** \_\_\_\_\_

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

|   |                          | Please Check One         |                               |                          |  |   |  |  |
|---|--------------------------|--------------------------|-------------------------------|--------------------------|--|---|--|--|
| Firm Name, Tax I.D. Number and Mailing Address        | Prime Contract Bid       | Joint Venture Bid        | Supply or Service Subcontract | Construction Subcontract | Type of Service or Supply to be Provided | Type of Construction Work to be Performed |  |  |
|   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/> |  |   |  |  |
| Certified Business Firm Name:                         |                          |                          |                               |                          |  |   |  |  |
| Tax I.D. Number:                                      |                          |                          |                               |                          |  |   |  |  |
| Street Address:                                       |                          |                          |                               |                          |  |   |  |  |
| City/State/ Zip Code:                                 |                          |                          |                               |                          |  |   |  |  |
| Phone (area code/#):                                  | E-mail:                  |                          |                               |                          |  |   |  |  |
| Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____ |                          |                          |                               |                          | Total \$ to subcontract _____            | Total % subcontract: _____                |  |  |
| <b>PRIME CONTRACTOR'S REPRESENTATIVE</b>              |                          |                          |                               | Street Address           |  |   |  |  |
| Print Name:   |                          |                          |                               |                          |  |   |  |  |
| Sign Name:  |                          |                          |                               | City/State/Zip           |  |   |  |  |

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**WAIVER REQUEST DOCUMENTED ACTIVITY FORM**

**Date** \_\_\_\_\_

**Project:** \_\_\_\_\_ **Participation Goal (list only one):** \_\_\_\_\_

Submit a separate form for each goal for which you are requesting a waiver. A Bidder Requesting a waiver of the (circle one: **SBE/MBE/WBE/DLSB/DBE/HUD Section 3**) Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The City of Dayton Human Relations Council (HRC) shall review and evaluate the Bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a Waiver for SBE/MBE/WBE/DLSB goals based on good faith efforts; DBE goals based on good faith efforts; HUD Section 3 goals based on efforts to the greatest extent feasible; and only where the HRC determines that the bidder has obtained at least seventy-five (75) points from the following list of activities. **This form must be completed and submitted with your bid if you are requesting a waiver of any goal.**

| # | Points Possible | Activity Description  | Points Requested | Points Approved |
|---|-----------------|---|------------------|-----------------|
| 1 | 20              | Solicited the interest of all certified <b>MBE/WBE/SBE/DLSB/ or DBE or HUD3</b> having the capability to perform the work of the contract. The bidder must solicit this interest within ten (10) business days of the bid submittal deadline in order to allow the <b>MBE/WBE/SBE/DLSB/ or DBE or HUD3</b> sufficient time to respond to the solicitation.  |                  |                 |
| 2 | 20              | Negotiated with <b>MBE/WBE/SBE/DLSB/ or DBE or HUD3</b> subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration.  |                  |                 |
| 3 | 15              | Divided contract work items into economically feasible units to facilitate <b>MBE/WBE/SBE/DLSB/ or DBE or HUD3</b> participation, even when the bidder might otherwise prefer to perform these work items with its own forces.  |                  |                 |
| 4 | 15              | Rejected <b>MBE/WBE/SBE/DLSB/ or DBE or HUD3</b> as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal. |                  |                 |
| 5 | 10              | Provided interested <b>MBE/WBE/SBE/DLSB/ or DBE or HUD3</b> with, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.   |                  |                 |
| 6 | 10              | Contacted the Minority Business Assistance Center (MBAC) and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: <b>MBE/WBE/SBE/DLSB/ or DBE or HUD3</b> ).   |                  |                 |
| 7 | 5               | Assisted interested <b>MBE/WBE/SBE/DLSB/ or DBE or HUD3</b> that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.   |                  |                 |
| 8 | 5               | The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified <b>MBE/WBE/SBE/DLSB/ or DBE or HUD3</b> in the assistance of their business growth and development.  |                  |                 |
|   | <b>100</b>      | <b>Bidding Company Name:</b> _____  |                  |                 |

# 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

CS-25c