



City of Dayton, Ohio
Department of Central Services
Division of Purchasing

**MAINTENANCE AND SUPPORT SERVICES FOR CITY OF
DAYTON OH'S REAL TIME DECISION SUPPORT SYSTEM
FOR THE WASTEWATER COLLECTION SYSTEM**

REQUEST FOR PROPOSAL (RFP) No. 16043D

October 2016

TABLE OF CONTENTS

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

E. WAIVER13

F. SEVERABILITY13

G. INDEPENDENT CONTRACTOR.....13

H. ASSIGNMENT.....13

I. THIRD PARTY RIGHTS13

J. AMENDMENT13

K. POLITICAL CONTRIBUTIONS13

L. INTEGRATION13

EXHIBIT A – LETTER OF TRANSMITTAL..... A - 1

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY..... B - 1

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM C - 1

SECTION 1 – PROPOSAL INSTRUCTIONS

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

City of Dayton, Division of Purchasing, Room 514
Donita Jo Garner CPPB
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4035
Fax: (937) 234-1600
E-Mail: donita.garner@daytonohio.gov

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

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at: <http://daytonohio.gov/bids.aspx>

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

Issue RFP:	October 12, 2016
MANDATORY Pre-Proposal Meeting:	Meeting will be at 320 W. Monument Ave., Dayton OH 45402 at 10:00 A.M. local (Dayton OH) time on November 2, 2016
Last Day to Submit Questions:	11:00 A.M. local (Dayton OH) time on November 7, 2016
Written Responses to Questions:	November 11, 2016 no later than close of business
Due Date for Proposals:	11:00 A.M. local (Dayton OH) time on November 21, 2016

1.03 PRE-PROPOSAL MEETING. The City shall conduct a **MANDATORY** pre-proposal 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
- Answer questions

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than three (3) persons. **Attendance at this meeting is mandatory for all who intend to submit a proposal.**

1.04 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 and four (4) copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFP No. 16043D Maintenance And Support Services For City Of Dayton OH's Real Time Decision Support System For The Wastewater Collection System
City of Dayton, Division of Purchasing, Room 514
Donita Jo Garner CPPB
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by time/date 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.

1.05 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. 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 any 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.
- **Detail Previous Experience**
 - Previous Experience with Developing Real Time Control as a means to more effectively manage wastewater collection systems
 - Previous Experience with EPA's SSOAP implementation for wastewater collection systems
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's Standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.

- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.06 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

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

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

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	Previous Experience with Developing Real Time Control as a means to more effectively manage wastewater collection systems	30%
2	Previous Experience with EPA’s SSOAP implementation for wastewater collection systems	30%
3	Key Personnel for this Project	20%
4	Fee	10%
5	Dayton Local Business	5%
6	PEP Certified Vendor	5%
	Total Points	100%

1.08 MISCELLANEOUS ITEMS

- All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm selected to perform the requested work.

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Department of Water is seeking proposals from highly experienced and professional consulting firms to provide support services for the wastewater collection system real time monitoring network and additional logic development.

The purpose of the support services is to achieve the following objective:

- To utilize the existing and new flow metering and depth data to determine the extent that the City has addressed its SSO and inflow/infiltration (I/I) issues, quantify return on investment (ROI) of lining work, and determine the amount of I/I entering the Dayton System from Montgomery County Service Areas.
- Continue to maintain NPDES compliance regarding the Dayton wastewater collection system. This includes development of a System Evaluation and Capacity Assurance Plan (SECAP).

The rationale for these objectives is as follows:

- The City has collected millions of data points from its collection system and existing analysis tools, which will be used to evaluate I/I reduction work to date.
- The City needs to collect new data to continue to evaluate and refine its I/I reduction program, quantify I/I from Montgomery County Service Areas, and address WIB and SSO concerns.
- Maintain NPDES compliance.

2.02 BACKGROUND INFORMATION.

The City of Dayton, Department of Water entered into an agreement with EmNet, LLC for the development of the monitoring system to evaluate hydrologic and hydraulic data for the Wastewater Collection System. This project supports the Sanitary Capital Planning efforts in helping to identify and prioritize projects for the repair and replacement program and I/I reduction efforts. The contract obligations have been fulfilled and the City wishes to expand the monitoring system and the RTDSS.

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

Project Approach

Task A – Current Monitoring System Redeployment and Adjustments

The City installed a real time monitoring system throughout its collection system consisting of 37 flow meters and four rain gauges. These units have been collecting data for the last two years, which has been used to track localized I/I in a single neighborhood, monitor bottlenecks within the system, compare against the current hydraulic and hydrologic model, and several other analyses. The City would like to redeploy many of these flow meters to new locations to collect data that will enable to City to achieve the following goals:

- Quantify overflow volume after SSO activations and the potential extent of homes with water in basements.
- Provide early warning for potential SSOs at chronic locations (to trigger preventative maintenance of the collection system).
- Determine I/I conditions on a regional sub-basin level to quantify the extent of I/I reductions achieved through the lining program (required to quantify benefit of existing lining work and prioritize areas for lining in the future)
- Analyze conditions at any known or suspected hydraulic deficiencies within the collection system.
- Quantify flows from the County Montgomery County Service Area into the City (to quantify I/I from the County)

These objectives move the focus of the monitoring system from localized areas of improvement to systemwide analysis and optimization.

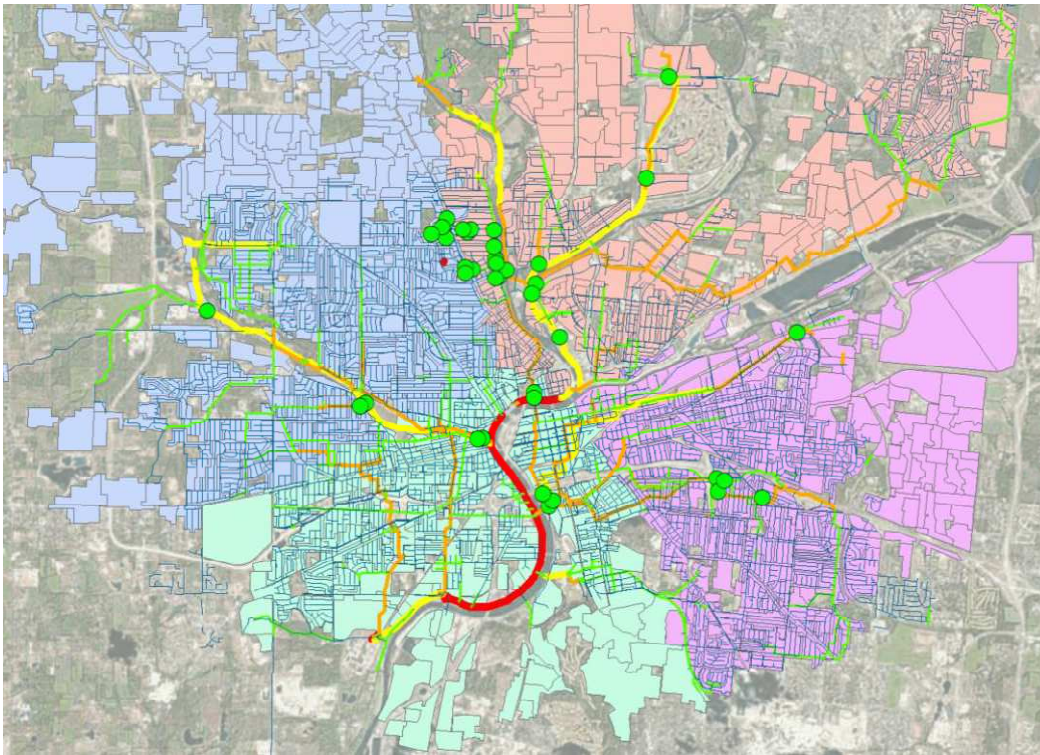


Figure 1. Current locations of existing flow monitors.

The Consultant will develop an updated monitoring plan that will select new locations for the existing flow meters in the system to achieve these objectives (see figure 2 for locations of potential monitoring sites). If additional monitoring sites are required, the Consultant will identify the amount and type of equipment required, along with a rationale for each site. The Consultant will conduct an in-person workshop with the City to discuss the location and reason for each monitoring site. Upon approval of the monitoring plan, the Consultant will relocate the existing flow meters and telemetry (it is estimated that 20 flow meters with telemetry will be redeployed. This number will be finalized when the plan is complete).

Task A Deliverables

- Technical memorandum on recommended flow monitoring plan, with specific monitoring sites selected.
- One in-person workshop to review recommended monitoring locations.
- Redeployment of 20 monitoring sites (estimated).

Task B – Monitoring System Expansion and Improvements

The updated monitoring plan from Task A may require additional monitoring equipment beyond the existing 37 flow meters to monitor additional locations throughout the collection system. It is assumed that five additional monitoring sites with level sensors and telemetry will be required. In addition, telemetry equipment will be installed at its three existing billing flow meters and downstream of Montgomery County existing EQ basins (3 each). This will allow the City to remotely monitor flow data, analyze the flow patterns to determine amount of I/I from the satellite communities, and to quantify the actual amount of wastewater that the satellite communities contribute to the City.

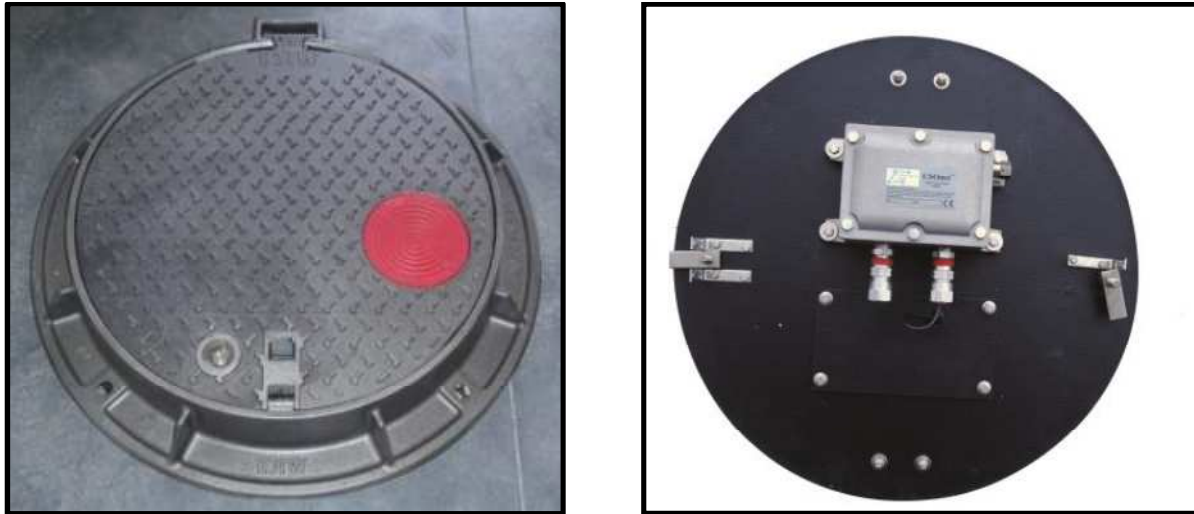


Figure 3. Real Time Monitoring Equipment. Top view (left) bottom view (right).

This proposal includes the acquisition and installation of all additional equipment for the aforementioned monitoring system. It assumes that the equipment will be installed and active by March, 2017 and that on-site maintenance, data QAQC, cellular services, and data hosting services will be required through December 31, 2020.

Task B Deliverables

- Five (estimated) additional collection system monitoring locations, six billing monitoring sites including telemetry and installation for all sites. Includes maintenance, data hosting, monthly QAQC, and cellular services through year 2020.

Task C – Operational Improvements Analysis

Previously collected data and data that will be collected during the Task A plan will be used to understand conditions throughout the collection system and perform the following tasks:

- Evaluate the areas susceptible to SSOs and basement flooding caused by hydraulic deficiency. This will include estimates of peak flows (including flows out of SSOs) associated with large storm events (collected by the in-system monitors), estimates of key system component capacities, identification of hydraulic deficiencies, and identification of major sources of peak wet weather flows. Data collected from each subbasin, from locations prone to SSOs and basement flooding, and from locations that are potential bottlenecks will be used for this analysis.
- Develop a plan of short term and long term actions to address each hydraulic deficiency, including prioritization and hydraulic analysis. This will include improved O&M measures and utilization of the Real Time Decision Support System approach (which uses the real time conditions from throughout the collection system to recommend maintenance, operational adjustments, and control improvements). Analysis of the data collected in the previous step will be used to determine if the hydraulic deficiencies are due to structural limitations, build up of sediment or clogs, or excessive upstream I/I.

This analysis will be done using flow monitoring data almost exclusively. Early observations seem to indicate that the model overestimates peak flows. If the model is required for any part of this analysis, the output of the model for the area in question will be compared for accuracy against any available flow monitoring data before it will be used.

The Consultant will also perform the following tasks listed below. This analysis focuses on quantifying I/I conditions from areas throughout the City, County, and satellite areas (see figure 4), determining the ROI for the lining program, and the net flow reduction to the WWTP during a 5 year, 6 hour storm event based on the improvements (sanitary sewer liners) completed since 2013.

- Analyze the existing and new data to quantify the severity, concentration, type, and location of I/I within the collection system. Data from the current and new monitoring locations for the 37 existing monitoring sites, the five new monitoring sites, and the six new billing sites will be analyzed. This analysis will be

completed for the new monitoring sites once a sufficient amount of wet weather data has been collected (3-6 months of flow monitoring data typical). In particular, this analysis will quantify baseline flows and I/I from the Montgomery County Service Areas and the billing sites.

- Determine the reduction of inflow to the WWTP for a 5 year, 6 hour storm event based on inflow data to the plant for the years prior to the lining program and the inflows to the Water Reclamation Facility in 2014 and 2015 (after the lining program was underway).
- Determine the ROI for the lining work that has been completed, based upon I/I reduction in those areas.

The work for Task C shall include two in-person workshops. One will be a data collection workshop and the other will be a workshop to discuss the analysis results.

Task C Deliverables

- Technical memorandum containing data and methodology for the SECAP.
- Technical memorandum that will:
 - Quantify I/I throughout the collection system.
 - Quantify inflow reduction to the WWTP for the 5 year, 6 hour storm event due to the lining work to date.
 - Determine the ROI for the lining work.
- Two in-person workshops.

Task D– As-Needed Services for Hydraulic Modeling of the Wastewater Collection System

Consultant shall provide hourly rates to perform modeling services on an as-needed basis.

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

Consultants shall list all anticipated services identified within 2.03 above with applicable professional experience. Consultants shall include anticipated number of hours and hourly rates within the RFP response. Project Fee's shall be included for Task A, Task B, Task C, and Task D.

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 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 is responsible for all matters described in an Exhibit, City's Responsibilities, which is incorporated herein by reference.

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.



City of Dayton, Ohio
Department of Water
Maintenance And Support Services For City Of Dayton OH's Real Time Decision Support System For The
Wastewater Collection System
RFP No. 16043D
October 2016

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 in/nearest to Dayton, Ohio: _____

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

Key Personnel:

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



City of Dayton, Ohio
Department of Water
Maintenance And Support Services For City Of Dayton OH's Real Time Decision Support System For The
Wastewater Collection System
RFP No. 16043D
October 2016

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. 16043D. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Project Name: _____

Project Schedule: _____ Completed on time: YES [] NO [] If NO, provide a supplemental document explaining details.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Project Name: _____

Project Schedule: _____ Completed on time: YES [] NO [] If NO, provide a supplemental document explaining details.

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY (continued)

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. 16043D. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Project Name: _____

Project Schedule: _____ Completed on time: YES [] NO [] If NO, provide a supplemental document explaining details.



City of Dayton, Ohio
Department of Water

Maintenance And Support Services For City Of Dayton OH's Real Time Decision Support System For The Wastewater Collection System
RFP No. 16043D
October 2016

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.: _____