



# DAYTON

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

Dayton Water Security Systems  
20% SBE

REQUEST FOR PROPOSALS (RFP) No. 23-018WTWST

April 2023

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## SECTION 1 – PROPOSAL INSTRUCTIONS

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

City of Dayton, Water  
Liz Zelinski  
101 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 333-6134  
E-Mail: liz.zelinski@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 RFP proposal and any additional documentation may be found at the City's website at:

<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Purchasing and HRC, if required, and shall be mutually agreed upon. RFP schedule to be determined prior to finalization of RFP. The following is the anticipated schedule for the RFP Process:

Issue RFP:	April 24, 2023
Notify City of Intent to Attend Pre-Proposal Meeting	3:00 PM local (Dayton OH) time on April 28, 2023
Pre-Proposal Meeting via Zoom:	9:00 AM local (Dayton OH) time on May 4, 2023 see link below
Site Visit:	Site visit by appointment
Last Day to Submit Questions:	12:00 PM local (Dayton OH) time on May 12, 2023
Written Responses to Questions:	May 17, 2023
Due Date for Proposals:	2:00 PM local (Dayton OH) time on May 31, 2023
Contractor is Selected:	Anticipated by June 2023
Contract is Awarded:	Anticipated be in July 2023
Notice to Proceed Issued:	Anticipated be in July 2023

1.03 PRE-PROPOSAL MEETING. The City shall conduct a optional 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
- 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. Each proposer should limit representation at this meeting to no more than 2 persons. 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.

Join Zoom Meeting

<https://us05web.zoom.us/j/89585902372?pwd=Y2wvVWVjL1ZTeGpzc1ArK0pRMmRCZz09>

Meeting ID: 895 8590 2372

Passcode: Qgv4bj

1.04 SITE VISIT. Contact Liz Zelinski for an appointment. This is not mandatory.

**1.05 SUBMITTING A PROPOSAL.** Each Consultant seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to [bids@daytonohio.gov](mailto:bids@daytonohio.gov). The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid documents require multiple emails, please designate in the "Subject" line of each email sent: RFP No 23-018WTWST Dayton Water Security Systems, RFP No 23-018 WTWST Part 1, RFP No 23-018WTWST Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information: Join Zoom Meeting <https://us02web.zoom.us/j/85972971000?pwd=ZFQybWUzM3ZtVWpLK3p5MUphTWVWdz09>

Meeting ID: 859 7297 1000

Passcode: 863625

Sealed proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by 11:00am 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.

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 RFPs. 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 vendor once all proposals are 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 because of this RFP. If 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 copies. If not, the proposal may be considered as non-responsive. Proposers 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.
- **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.

**1.07 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.**

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- 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 response to the RFP only.**

Evaluation Criteria for Goods and Services		
Item	Description	Points Possible
1	Price	30
2	Ability to address all RFP Requirements	30
3	Experience	25
4	Qualifications	15
	<b>Total Points</b>	<b>100</b>

**1.10 MISCELLANEOUS ITEMS.**

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

## SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The purpose and intent of this solicitation is to engage a qualified firm to provide security system service installation, maintenance, and repairs with the capabilities of installation, maintenance, repair, upgrade, and replacement of security equipment owned and operated by the City of Dayton Water Department (“Dayton Water”). The Systems Integrator and Service Contractor will be referred to as the “Service Contractor”.

2.02 BACKGROUND INFORMATION. The City of Dayton, Department of Water has facilities in multiple locations: Ottawa Street Yard turnstiles, Main Entrance and Guard Building, Sewer Maintenance, Water Distribution, Water Utilities Field Office Buildings, Ottawa and Miami Water Treatment Plant Complexes, Lime Reclamation Complex, Water and Water Supply and Treatment Administration Buildings, Water Reclamation Complex, Miami and Mad River Wellfields, Water Supply & Treatment Electrical Shop, the Lewis & Michael Storage Building, and other existing and future facilities located throughout the City of Dayton.

2.03 SCOPE OF WORK. The Service Contractor must be able to meet or exceed or provide the following:

1. Maintain all equipment and service components listed below
  - a. Inspect, test, and clean all components annually
  - b. Install approved software upgrades within 35 days of release from any manufacturer
  - c. Install critical software and firmware upgrades, such as security updates, within 2 days of release from any manufacturer
  - d. Replace all batteries semi-annually or as needed
2. Perform upgrades on existing systems and components while ensuring new equipment is functional or viewable with existing equipment as requested by Dayton Water
3. Perform repair services of all systems currently in use and future systems on an as needed basis
4. Provide all parts, labor, tools, and transportation needed to perform required services
5. Due to the integrated nature of these systems, the Service Contractor shall service all equipment. The Service Contractor will be capable of providing supervision, service, and a systems guarantee.

Locations: The scope of this solicitation includes access control, surveillance camera and video recording, panic switches and intercom systems for the following locations:

- Water Administration
- Ottawa Street Yard
  - Guard Building, Lime Kiln, Lime Reclamation Facilities including Wet Residual Receiving Building, Ottawa Water Treatment Plant, Water Distribution, Ottawa Pump Station and Sewer Maintenance Buildings and wireless cameras along the river and at the lime lagoon
- Miami Water Treatment Plant
- Miami Well Field Building
- City of Dayton Warehouse
- Miami Electric shop
- Water Reclamation Facility / Broadway Pump Station
- Mad River Well Field Building

Requests for services: Any requests for work should be issued by an authorized representative of Dayton Water and have an accompanying numbered Service Request.

- The Service Contractor shall respond to requests for emergency ON SITE repair service within four (4) hours, twenty-four (24) hours per day, seven (7) days per week including weekends and holidays.
  - Authorized Dayton Water personnel must be notified of the deficiencies that will be repaired and any status, such as availability and cost of repair parts.
  - If the repair cannot be completed, Dayton Water's authorized personnel must be notified within 2 hours.
  - Service Contractor shall provide appropriate on-call contact information, such as a 24-hour answering service, a telephone number that is capable of receiving text and SMS messages, and email address
  - Emergency service calls shall be defined as safety hazards that cannot wait regular scheduling, as determined by Dayton Water.
- The Service Contractor shall respond to regular service calls by scheduling work to occur during regular work hours and within 48 hours of receipt of a Service Request
- Service Contractor must sign and date a logbook for each visit to all Dayton Water sites and must verify the site visit with a Dayton Water representative. No time shall be billable without corresponding log entries and signed service sheets.
- If a project involves elements in addition to security installation, repair and maintenance, Service Contractor should work in coordination with the other Dayton Water Service Contractors and/or Dayton Water personnel.
- All work shall be performed by experienced technicians in a safe and professional manner approved by Dayton Water and in compliance with the current local, state, federal and OSHA codes.
- Service Contractor must obtain all permits (if applicable) with the local authorities.
- Quotes for any work shall include a cost breakdown submitted by the Service Contractor as follows:
  - Labor rate, number of workers and their hours, intended use of apprentices, itemized materials list, wholesale cost (with evidence of same) and markup, at applicable contract rates.
- Dayton Water will designate authorized personnel to request service calls for repairs to the Service Contractor.
- Dayton Water authorized personnel will confirm system is working as intended before payment is approved.
- Each call shall generate a separate service receipt indicating the work and hours, signed by an authorized Dayton Water representative.
- All invoices are required to include the Service Request Number and approved Purchase Order Number.

Description of Equipment:

Hardware and Software List

- Access control system (127 doors and gates)
  - Headend Equipment
    - Honeywell Intelligent Controllers
    - Backup Batteries supporting the Access Control System
    - Access control panels and multi-output power supplies
    - Alarm control panels and power supplies
  - Field Devices
    - (127) Proximity Card Readers
    - Push to Exit Buttons
    - Request to Exit Motion Detectors
    - Door Position Contacts
    - Gate Position Contacts
    - Lid Tamper Switches
    - Motion Sensors

- Magnetic Door Holder
  - Panic Buttons
  - Storeroom levers
  - Maglocks
  - Electric Strikes
  - Electric Rim Strike
  - Push buttons for gate controls
- Enclosures
- Controllers
- Modules
- Card readers
- Electromagnetic locks and delayed egress electromagnetic locks
- Electric controlled strikes/locks
- Request-to-exit switches
- Power supplies (controller, modules, lock, and intercom)
- Duress alarm buttons
- Key switches (duress disable/reset)
- Surveillance Cameras (108)
  - Interior and exterior fixed dome cameras
  - Exterior 360-degree cameras
  - Interior and exterior PTZ cameras
  - (18) Bosch PTZ Analog Camera
  - (58) Bosch Bullet Analog Camera
  - (3) Hanwha 5MP Multi-Sensor Multi-Directional Camera
  - (2) Hanwha 2MP Dome IP Camera
  - (3) Hikvision 2MP Bullet Camera
  - (4) Hikvision 3MP Bullet Camera w/8-35MM Lens
  - (5) Hikvision 4MP Bullet Camera w/2.8-12MM Lens
  - (5) Hikvision 2MP PTZ Analog Camera 4-120MM Lens
  - (1) Hikvision 3MP Dome Camera w/6MM Lens
  - (2) Hikvision 3MP Dome Camera w/4MM Lens
  - (2) Hikvision 3MP PTZ IP Camera w/2.8-12MM Lens
  - (4) Clinton analog PTX cameras
  - (1) InVidtech 4MP Bullet IP Camera
  - (11) Siklu transceivers EH1200TX and EH600TX MultiHaul units
  - POE Injectors
  - Fiber media convertors
  - All camera mounts
  - Camera power supplies
- Honeywell access software
  - (1) Pro-Watch Corporate Software Support Agreement Pro-Watch
- Hanwha Wisenet Wave camera and encoder licenses
- Digital Video Recorders
  - (1) Hikvision 4 Channel Video Encoder
  - (4) Hanwha 16-CH, Wave NVR
  - (6) Hikvision 16-CH NVRs
  - 16 Channel CCTV Multiplexers
  - (18) 20" LED Monitors
  - (8) joystick controllers
  - Fiber optic modules and media convertors
- Intrusion detection systems with motion detectors (2)
  - Door contacts
  - Glass break sensors
  - Keypads
  - Alarm sounders
- Intercom Stations

- (7) Aiphone IS or IX Series Intercoms to include master stations
- (12) Doorking (2), Linear and Viking (2) intercom stations connected to doors and gates
- Network and Telecommunications
  - POE Network Switch
  - Hanwha POE+ Power Injectors
  - Fiber Network Switches
  - CAT patch cables
  - Fiber Patch cables
- Siklu wireless video transmitters and receiver units
- All cabling (copper, fiber) and conduit, cable trays and runs

Repair Parts and Authorized Equipment: The Service Contractor shall advise Dayton Water of any parts required to perform the necessary installation or repair. Dayton Water shall have the ability to furnish parts from their stock. If Dayton Water is unable to provide the required parts, the Service Contractor is required to furnish them.

The Service Contractor shall maintain the necessary spare parts in the proper proportion as recommended by each equipment manufacturer to maintain, service and repair Dayton Water's Security Management Systems. The Service Contractor is encouraged to submit a letter from the authorized manufacturer indicating a purchase agreement.

The Service Contractor shall advise Dayton Water of any parts and/or materials required to perform the requested repairs or installation. Where directed to furnish parts and/or materials, the Service Contractor shall submit a cost estimate to Dayton Water for any component not covered by a warranty or by this Contract.

The materials and supplies called for herein shall be new; used parts are not acceptable. They shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, thoroughly tested, and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to Dayton Water upon due notice of deficiency.

Materials, equipment, and installation shall comply with all Federal, State, Local, OSHA rules and regulations. The Service Contractor shall perform all work to minimize disruption to normal operations and shall take all precautionary measures to ensure the safety of the employees and the public. All work shall be executed in a professional manner and shall present a neat and professional appearance when completed. Upon completion of work the Service Contractor shall be responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed.

Service Contractors must submit a dated retail price list for each manufacturer specified. Outdated price lists will NOT be considered. If a manufacturers' preprinted price list is not available, a price list on company stationery signed and dated by the appropriate company official will be accepted. Price list must contain the following: manufacturer, product name, item description, size, price, and the standard manufactured product/model number.

Replacement of Obsolete Equipment: An annual allowance of \$25,000 shall be provided for the systematic replacement of equipment which is obsolete or at manufacturer's end of life. A meeting with the Service Contractor and Dayton Water will be held within the first month of the service contract, or service contract renewal, to develop or update the long-term equipment replacement plan and to identify equipment to be replaced in the coming year.

Warranty: The Service Contractor shall provide a one (1) year guarantee of the installed replacement parts against defects in material and workmanship beginning after the acceptance by Dayton Water, including all labor, material, travel time and freight. Warranty of manufacturer shall apply if greater.

The Service Contractor must be authorized to provide full manufacturer's warranty privileges.

Service Contractor Experience: Service Contractors must have a minimum of five (5) years of demonstrated experience and must provide at least three (3) accounts to whom they are presently providing this service. Reference accounts should be similar in size and service to Dayton Water. Included must be name of the appropriate Governmental Entity or Company, individual to contact, address, telephone number and length of time servicing. Bids should include experience of the company and the experiences of the current workforce. Experience should be with the systems outlined in these specifications and with private or governmental entities with the size and breadth comparable to Dayton Water. The Service Contractor shall provide documentation as to their expertise in the fields of service specified. This may include Certificates of Training, Education and Authorized Dealership.

Service Contractors shall submit an experience statement naming facilities presently under contract with similar equipment and contact information for each facility and/or account.

Service Contractor Qualifications: Dayton Water utilizes Closed Circuit Television (CCTV), Physical Access Control, and Security Management equipment and software located at various properties and must have timely service from the Service Contractor to repair and service this equipment to assure continuous operation. The Service Contractor must have the ability to integrate physical access control, CCTV and NVR, fire, intrusion, perimeter, and other systems into an easily managed end user-controlled solution.

The Service Contractor must provide a State of Ohio Locksmith License.

The Service Contractor must provide proof that they are a Certified Fire Door Inspector under "IFDIA", the International Fire Door Inspectors Association. The certification must be "CFDI" Certified Fire Door Inspector and Fire Door Assembly as required under NFPA 80.

The Service Contractor must be an Authorized O.S.S.I. Business Partner, provide documentation of certification that indicates the Service Contractor is a Business Partner and the technicians are certified for system integration, physical security, and Information Management.

Service Contractor Employee and Subcontractor Requirements: Due to the sensitive nature of services provided by Dayton Water, and current and pending Federal regulations governing the protection of Dayton Water assets, all Service Contractor Technicians dispatched to Dayton Water must have a current background check prior to commencing work.

Labor Rates and Payment for Services: Dayton Water does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and work performed. However, for work performed in less than one (1) hour, the vendor shall be permitted to invoice Dayton Water a minimum charge of one (1) hour. All labor charges should include all applicable travel time. No additional travel expenses will be honored.

It is the policy of Dayton Water to avoid scheduling any work that exceeds 8 hours a day and to avoid scheduling work on Saturdays, Sundays, and Holidays, other than for emergency service. If the Service Contractor is required to work after-hours, the allowance of a time and a half rate charge and/or double-time rate charge will be in accordance with wage determination stipulations in this contract and any applicable requirements specified by the State of Ohio.

The Service Contractor shall be wholly responsible for any and all costs involved in the performance of the specified service, including, but not limited to: Travel expenses, cleanup materials, tools\*, equipment\*, and safety supplies. In addition, the Service Contractor must submit proof of capability to perform all work specified in the solicitation.

\*In the event that a particular job requires a tool or piece of equipment outside the parameters of what the Service Contractor would generally have to perform a job, such as a lift or a specialized diagnostic tool, the Service

Contractor shall immediately notify Dayton Water employee in charge of the service. Dayton Water then may, according to its own best interest:

- Rent or buy the necessary tool or equipment on quotation from a third party.
- Instruct vendor to rent tool on the behalf of Dayton Water and pass along the charge AT COST to Dayton Water. Dayton Water shall preapprove the rental as being of fair market value. No mark-up shall be allowed in this instance.

Additional Services: The Service Contractor shall relocate, rearrange, add to, or remove equipment only at the written request of Dayton Water, who agrees to pay appropriate charges in accordance with established Service Contractors rates.

Payment For Parts / Equipment: Price sheets for each named manufacturer showing list prices are to be submitted with this bid and clearly marked as such. All parts are to be invoiced at catalog list price less any percentage (%) mark down for the brand names listed. List pricing page references should be marked for each invoice to Dayton Water to facilitate the review of their accuracy.

Payment For Parts/Equipment Not Listed: All materials shall be invoiced at actual wholesale cost plus a percentage (%) markup approved by Dayton Water. Copies of the supplier invoices billed to the Service Contractor reflecting actual costs shall accompany each invoice to Dayton Water. The Service Contractor shall maintain an adequate inventory of applicable supplies, spare parts, and replacement equipment so that emergency repairs can be made quickly and with minimal disruption.

Fabrication Instructions: Some security system parts/components require specialized parts that may require fabrication. The Service Contractor shall perform all work necessary to manufacture any such parts at the hourly rate of the bid and shall bill Dayton Water for materials used at the prevailing fair market rate. Dayton Water will require quotations and will do all necessary research to assure that the Service Contractor is providing specialized parts at an equitable price. All vendor invoices must separate repair parts that are procured by the vendor (and marked up) from the fabricated parts.

Price Increases: Increases in Service Contractor labor rates will be calculated based on the actual market indicator increase or decrease in the Consumer Price Index (CPI) as released by the U.S. Department of Labor Bureau of Labor Statistics (BLS) under the applicable subsection of the “Architectural, engineering and related services” Industry Index (Industry Code 5413) as it appears in the BLS publication Producer Price Indexes for the net output of selected industries and their products, not seasonally adjusted which is available at <http://www.bls.gov/web/ppi/ppitable05.pdf>.

For equipment, in the event of a price increase over the period of the contract and subsequent new price sheets with higher list prices, it shall be the exclusive decision of Dayton Water as to whether the price increase shall be accepted or that the contract should be rebid.

## Other Requirements

Right To Audit: Service Contractor agrees to keep all books, accounts, and records covering all transactions relating to this Agreement. Dayton Water shall have the right to examine such books, accounts, and records and all other documents and material in Service Contractor's possession or under its control, with respect to the subject matter and terms of this Agreement and shall have a reasonable amount of freedom and access thereto for such purposes and for the purpose of making copies and/or abstracts therefrom. All such books, accounts, and records shall be kept available for at least three (3) years after the termination of expiration of this Agreement.

Assignment: Service Contractor shall not assign any rights or duties under this Agreement without the prior written consent of Dayton Water. 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 Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

Ownership Of Documents and Intellectual Property: Except as otherwise provided in this Agreement, documents and reports prepared by Service Contractor as part of the Services shall become the sole and exclusive property of Dayton Water upon payment. However, Service Contractor shall have the unrestricted right to their use. Service Contractor shall retain its rights in pre-existing and standard databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for Dayton Water in the performance of this Agreement shall also remain the property of Service Contractor. Service Contractor shall not be held liable for reuse of documents or modifications thereof by Dayton Water or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Service Contractor.

Non-Disclosure: All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by Dayton Water or at its expense will be kept confidential by the Service Contractor and will not be disclosed to any other party, directly or indirectly, without Dayton Water's prior written consent unless required by a lawful order.

Compliance With Security Policies: Service Contractor shall comply with Dayton Water security policies, including remote access and acceptable use. These policies are available upon request.

2.04 Pricing Structure. PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN **180** CALENDAR DAYS AFTER THE RFP CLOSING DATE. Pricing will be scored with the lowest total cost receiving the full amount of points. Submit pricing on a yearly basis for three years, with options to renew based on mutual agreement. For pricing the remainder of 2023 use July 31, 2023 use a start date. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City's Ordinances and Charter in conjunction with the Ohio Revised Code.

## 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 based on 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 visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

**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 electronically submit an Affirmative Action Assurance application via the City’s online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council  
371 West Second Street, Suite 100  
Dayton, Ohio 45402  
(937) 333-1403 (Office)  
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

**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, YEAR, whichever date is earlier. The Agreement shall be renewable for “x” number of “x”-year optional periods at the discretion of the City.

### ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in the Scope of Work above, which is incorporated herein by reference.

### ARTICLE 3. COMPENSATION

Contractor shall submit invoices, not more frequently than monthly, for payment of the Services 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 provided up to the date of termination.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

**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 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.

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.

#### **M. PCI COMPLIANCE**

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. 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?aggrement=true&time=1493826893795](https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?aggrement=true&time=1493826893795) or <https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offoror.docx?agreement=true&time=1493826893795>).

Selection 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 the time of offer to the City of Dayton. \_\_\_\_\_

**N. LIVING WAGE ORDINANCE**

“I certify the proposing entity complies with the 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



City of Dayton, Ohio  
Department of Water  
Dayton Water Security Systems  
RFP 23-018WTWST

**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 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  
Dayton Water Security Systems  
RFP 23-018WTWST

**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. 23-018WTWST. 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  
Department of Water  
Dayton Water Security Systems  
RFP 23-018WTWST

**EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM**

By informal resolution 31876-21, 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 because of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 31876-21.

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 all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_



EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

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

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



# PEP-CERTIFIED

# (SELECT ONE) PARTICIPATION FORM

**Instructions for Bidders / Proposers:** Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

## SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Primes Base Bid \$ \_\_\_\_\_

Name of Project: \_\_\_\_\_

## SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: \_\_\_\_\_

PEP-Certified Firm's Tax ID#: \_\_\_\_\_

Scope of Work to Be Performed by Certified Firm: \_\_\_\_\_

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Firm for the Work Described:
Total Bid	\$ _____	% _____	\$ _____
Materials	\$ _____	% _____	\$ <b>Amount to Be Paid to This PEP</b>
Labor	\$ _____	% _____	\$ _____

## SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

\_\_\_\_\_  
(Signature of Bidder/Proposer's Authorized Agent)

\_\_\_\_\_  
(Printed Name of Bidder/Proposer's Authorized Agent)

\_\_\_\_\_  
(Title of Bidder/Proposer's Authorized Agent)

\_\_\_\_\_  
(Date)

**IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.**



# PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

**Instructions for Bidders/Proposers:** Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. **Bidders/Proposers will receive no further reminders about this deadline.**

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

**Option 1.** The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

% SBE	% MBE	% WBE	% DLSB
-------	-------	-------	--------

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

**Option 2 (WAIVER REQUEST).** The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

- SBE                       MBE                       WBE                       DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer'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 to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

\_\_\_\_\_  
(Signature of Bidder/Offeror's Authorized Agent)

\_\_\_\_\_  
(Name of Bidder/Proposer's Firm)

\_\_\_\_\_  
(Printed Name of Bidder/Offeror's Authorized Agent)

\_\_\_\_\_  
(Title of Bidder/Offeror's Authorized Agent)

\_\_\_\_\_  
(Date)