



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

## **U.S. ROUTE 35 UNDERPASS LIGHTING PHASE 2**

REQUEST FOR PROPOSAL (RFP) No. 17015JL

March, 2017

# TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS .....	3
1.01 Communications Regarding this Project .....	3
1.02 RFP Schedule .....	3
1.03 Submitting a Proposal .....	3
1.04 Required Proposal Contents .....	4
1.05 Items that Disqualify a Vendor Immediately .....	4
1.06 Criteria.....	4
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.....	7
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS .....	7
3.01 Tax Exemption.....	7
3.02 Proposer Affidavit .....	7
3.03 Procurement Enhancement Program .....	7
3.04 Proposer’s Financial Obligation to the City.....	7
3.05 Proposer’s Incurred Costs .....	7
3.06 Affirmative Action Assurance (AAA).....	8
3.07 Standard Agreement Terms for Professional Services .....	8
ARTICLE 1. TERM .....	9
ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR .....	9
ARTICLE 3. COMPENSATION .....	9
ARTICLE 4. CITY’S RESPONSIBILITIES.....	9
ARTICLE 5. STANDARD OF CARE .....	9
ARTICLE 6. INDEMNIFICATION.....	9
ARTICLE 7. INSURANCE.....	9
ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY .....	10
ARTICLE 9. TERMINATION .....	10
ARTICLE 10. STANDARD TERMS .....	10
A. DELAY IN PERFORMANCE .....	10
B. GOVERNING LAW AND VENUE.....	11
C. COMMUNICATIONS .....	11

D. EQUAL EMPLOYMENT OPPORTUNITY.....	11
E. WAIVER .....	11
F. SEVERABILITY .....	11
G. INDEPENDENT CONTRACTOR.....	11
H. ASSIGNMENT.....	12
I. THIRD PARTY RIGHTS .....	12
J. AMENDMENT .....	12
K. POLITICAL CONTRIBUTIONS .....	12
L. INTEGRATION .....	12
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  
Javon S. Lewis  
101 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 333-4003  
Fax: (937) 234-1600  
E-Mail: Javon.Lewis@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:	March 16, 2017
Last Day to Submit Questions:	4:00 P.M. local (Dayton OH) time on April 3, 2017
Written Responses to Questions:	April 10, 2017
Due Date for Proposals:	4:00 P.M. local (Dayton OH) time on April 18, 2017

1.03 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 two copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFP No.17015JL – U.S. Route 35 Underpass Lighting Phase 2  
City of Dayton, Division of Purchasing, Room 514  
Javon S. Lewis  
City Hall  
101 West Third Street  
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by 4:00 P.M. 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.

**1.04 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.
- **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.

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

- Incomplete or non-responsive proposal
- 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.

**1.06 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.**

<b>Evaluation Criteria for Goods and Services</b>		
<b>Item</b>	<b>Description</b>	<b>Percentage Possible</b>
1	Cost/Price/Lump Sum Fee	30%
2	Previous Experience	20%
3	Key Personnel for this Project	20%
4	Quality	10%
5	Perform Within Time Limits	10%
6	Dayton Local Business	5%
7	PEP Certified Vendor	5%
	<b>Total Points</b>	<b>100%</b>

## SECTION 2 – SCOPE OF PROJECT

**2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.** The City of Dayton, Department of Public Works is seeking proposals from highly experienced and professional consulting firms to perform design services for producing plans, specifications, an estimate of cost, and duration of construction to install lighting for U. S. Route 35 Underpasses at Edwin C. Moses Boulevard, Perry Street, Ludlow Street, and Wayne Avenue. The goal is to enhance the quality of lighting by installing LED lights.

**2.02 BACKGROUND INFORMATION.** The City of Dayton, Department of Public Works has secured funds from the Miami Valley Regional Planning Commission’s Transportation Alternatives to install underpass lighting. This is the second phase of the project, with the first phase being constructed in 2012. The estimated construction cost is \$335,000.

**2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.**

### SCOPE OF WORK

This scope of work consists of the design of lighting enhancements for sidewalks and backwalls of four underpasses of U. S. Route 35 from Edwin C. Moses Boulevard to Wayne Avenue. It will include the verification of existing lighting circuits and the evaluation of options of connecting new lights to existing circuits rather than creating new circuits. LED freeway underpass style or similar shall be evaluated. A match of the underpass lighting installed for the U. S. Route 35 Underpass Lighting, Phase 1 project is acceptable. Project limits will be the rights-of-way of the respective City streets and U. S. Route 35.

The consultant shall be prequalified by the Ohio Department of Transportation to design this project. The consultant shall meet the following milestone dates for plan submittal to the Ohio Department of Transportation (District 7):

- Stage II Plans Submitted – March 1, 2018 (Submitted for City review by February 19, 2018)
- PS&E Plans Submitted – October 12, 2018 (Submitted for City review by October 1, 2018)

The City will provide the consultant with:

- Plans of the existing underpass areas and lighting circuits
- Files of the design and construction of U. S. Route 35 Underpass Lighting, Phase 1

### REVIEW SUBMISSIONS REQUIRED:

Detail plans shall in general be in the Ohio Department of Transportation’s standard format (summary and subsummary quantity plan sheets are not required). The design will be governed by City of Dayton Construction and Material Specifications (2008) and Ohio Department of Transportation Construction and Material Specifications (2016). Project construction documents shall be prepared in English units. Right-of-way plans are not required.

Preliminary and final plans shall be forwarded to all impacted utilities and telecom providers within the project area. The consultant shall coordinate all activities of the utility and telecom providers during plan preparation and prior to construction. The consultant shall prepare standard 4A notes and Exhibit “B” documents as required by the ODOT as part of the Plan Specification & Estimates package submittal.

A preliminary assessment of the existing lighting and circuit and evaluation of lighting shall be made to the City prior to the start of the design of Stage 2 plans and specifications. Submissions of Stage 2 and PS&E submittal to ODOT shall be made to the City a minimum of three weeks prior the ODOT milestone date. The consultant will coordinate all comments received as a result of each submission.

#### FINAL PLANS AND POST-DESIGN RESPONSIBILITIES:

Final plans, specifications and a detailed cost estimate (including quantities) shall be provided to the City of Dayton, Division of Civil Engineering. The plans shall be forwarded to the City on 22"x 34" reproducible sheets and an electronic file. This will be a Local Public Agency (LPA) project in which the City of Dayton will bid and manage construction of the project. The Consultant will be expected to attend the Prebid and Preconstruction meetings. Shop drawing review is to be included as part of the professional services of the consultant under this contract. Consultant shall also provide an hourly fee for value engineering.

#### 2.04 PRICING STRUCTURE.

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

### 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 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, Women-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) and obtain approval from the Human Relations Council (HRC) in order 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.

**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 December 31, 2017, 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 \$500,000 annual aggregate.

(5) Contractor shall maintain errors and omissions insurance in the amount of \$500,000.00.

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 immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Contractor's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
4. Contractor's violation of any applicable federal, state, or local law applicable to the Project and construction thereof or Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of 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 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 Public Works  
U.S. Route 35 Underpass Lighting Phase 2  
RFP No. 17015JL  
March, 2017

## 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 Public Works  
U.S. Route 35 Underpass Lighting Phase 2  
RFP No. 17015JL  
March, 2017

## 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. 17015JL. 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 Public Works  
 U.S. Route 35 Underpass Lighting Phase 2  
 RFP No. 17015JL  
 March, 2017

**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.: \_\_\_\_\_