



City of Dayton, Ohio  
Department of Water  
Division of Water Reclamation

**DEVELOPMENT OF STANDARD OPERATING PROCEDURES  
FOR  
WATER RECLAMATION FACILITY  
OPEN MARKET**

REQUEST FOR PROPOSAL (RFP) No. 18032WTWE

September 24, 2018

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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, Department of Water, Division of Water Reclamation  
Chris Clark  
2800 Guthrie Road  
Dayton, Ohio 45417  
Telephone: (937) 333-1837  
Fax: (937) 333-1826  
E-Mail: chris.clark@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/bid>

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

|                                 |   |
|---------------------------------|---|
| Issue RFP:                      | September 24, 2018  |
| MANDATORY Pre-Proposal Meeting: | Meeting will be at the Water Reclamation Facility Training Center, 2800 Guthrie Road, Dayton, Ohio 45417 at 10:00 AM local (Dayton OH) time on October 10, 2018 |
| Last Day to Submit Questions:   | 3:00 PM local (Dayton OH) time on October 19, 2018  |
| Written Responses to Questions: | October 26, 2018 end of business  |
| Due Date for Proposals:         | 10:00 AM local (Dayton OH) time on November 5, 2018   |

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

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

This may be the only opportunity for the Consultants to meet with the City. Each proposer should limit representation at this meeting to no more than 2 persons. Attendance at this meeting is mandatory for all who intend to submit a proposal.

1.04 SUBMITTING A PROPOSAL. Each Consultants 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 Consultant and 5 copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Consultants and sent to:

RFP No.18032WTWE – Development of Standard Operating Procedures for the Water Reclamation Facility  
City of Dayton, Dept. of Procurement, Management & Budget, Room 514  
Melissa Wilson  
City Hall  
101 West Third Street  
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 on the time/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-Consultants proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful consultant 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.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

**1.05 REQUIRED PROPOSAL CONTENTS.** All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Consultants 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.
- **Consultant Profile and Background.** Provide the following information:
  - **Location** - The street address of the proposer's Consultant 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.
  - **Consultant'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 Consultant: 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.
- **Business Activities and References:** All interested Consultants are required to provide:
  - At least 3 contract references of comparable size and scope within Exhibit B.
  - A list of all active and comparable contracts in addition to a full asset listing of all available resources related to the proposed operation.
  - Listing of all references for the 5 years of business history.
    - Shall include multiple positive reference recommendations of comparable contracts, adequate assets to manage the program, and at least 3 years of business history in development of Standard Operating Procedures for water and/or wastewater facilities.
- **Qualified Experience:** Qualifying experience includes work done on Standard Operating Procedures and development of Operations and Maintenance Manuals for water and wastewater facilities.
- **Proposal Response** as per Section 2.
- **Pricing Structure Exhibit D**
- **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.

1.06 Items that Disqualify a Vendor Immediately.

- Incomplete or non-responsive proposal
- Failure to follow the requirements outlined in this proposal
- Failure of proposer to attend or send a representative to the pre-proposal meeting
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

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

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

| <b>Evaluation Criteria for Goods and Services</b> |                                      |                            |
|---|--------------------------------------|----------------------------|
| <b>Item</b>                                       | <b>Description</b>                   | <b>Percentage Possible</b> |
| 1   | Cost/Price/Lump Sum Fee              | 65%                        |
| 2   | Dayton Local Business                | 5%                         |
| 3   | PEP Certified Vendor                 | 5%                         |
| 4   | Previous Experience and Project Team | 25 %                       |
|   | <b>Total Points</b>                  | <b>100%</b>                |

**Evaluation Criteria Explanation**

**Item #1 Cost/Price/Lump Sum Fee:**

Max 65%

**Item #2 Dayton Local Business:**

Max 5%

Dayton Local Business status will be determined by the address submitted on Exhibit A, which is the same address that will be used for the Contract. If the address is located within the City of Dayton Corporation Limit, the full five (5) points will be awarded.

**Item #3 PEP (Procurement Enhancement Program):**

Max 5%

The PEP Certified Vendor program is described in Section 3.03. The five (5) points for PEP Certified Vendor will only be awarded if the Prime Consultant/Consultant is on this list. Any further clarification can be found at the website listed in section 3.03.

**Item #4 Previous Experience and Project Team:**

Max 25%

Consultant(s) seeking consideration shall submit a general firm overview with a description of Standard Operating Procedures (SOPs) developed related to water and/or wastewater operations as outlined in Section 2.03. Consultants will be evaluated according to the number of water and/or wastewater projects as related to the development of SOPs and the Consultant’s Scope of Work for the supplied projects. Provide client name, facility name, and contact person with e-mail address and phone number for each project. The number of years of experience providing similar SOP services shall be supplied. Consultant shall have served as the prime and only U.S. projects will be considered. Consultant shall provide detailed information regarding the Project Team for this project. Project teams with other firms are acceptable and may be identified within the proposal but keep in mind that from a contract perspective the Prime Consultant will have responsibility to provide all deliverables identified within this RFP. Emphasis will be placed on previous experience with SOP or O&M development at water and/or wastewater facilities.

**SECTION 2 – SCOPE OF PROJECT**

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Department of Water is seeking proposals from highly experienced and professional management firms to perform services as delineated in the project scope. It is the intent of this Request for Proposal (“RFP”) to select a proposer qualified to develop Standard Operating Procedures for Process and Non-Processes for the Dayton Water Reclamation Facility.

2.02 BACKGROUND INFORMATION. The City of Dayton, Department of Water operates an Advanced Water Reclamation Facility located at 2800 Guthrie Road in Dayton, Ohio. The plant uses raw pumping stations with bar screening; grit and grease control facilities; primary clarification; trickling filters for organic and solids loading reductions; advanced activated sludge for nitrification; thickened waste activated sludge process; anaerobic digestion of primary, secondary, and waste-activated sludge; sludge thickening and dewatering; polishing effluent sand filters; chlorination and dechlorination.

The Water Reclamation Facility is operated 24 hours/day, 365 days/year. The need to standardize and formalize Standard Operating Procedures has become necessary.

## 2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

### **Pre Proposal Meeting**

A MANDATORY Pre-Proposal Meeting will be held on October 10, 2018 at 10:00 AM at the Water Reclamation Facility Training Center, 2800 Guthrie Road, Dayton, Ohio 45417. This requirement is to ensure Consultants awareness of operational requirements.

## **DEVELOPMENT OF PROCESS SOPS**

The consultant shall review the O&M, Manufacturer Manuals, and interview WRF employees to determine the correct operating equipment/processes and procedures.

- I. Add Table of Contents**
- II. Add Definitions:**
  - Acronyms
    - (SSP; TF; PAC; RAS; WAS; TWAS; DAF; etc)
- III. Overall Wastewater Process – DEVELOP NEW SOP**
  - Purpose of Wastewater Treatment
  - Plant Diagram
  - NPDES Permit Requirements
    - Permit Violations
  - Responsibilities of Plant Operators/Plant Operations
- IV. Operation Shift Work Stations - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**
  - East/West Digesters
  - Perimeter
  - Biosolids Dewatering
  - DAF/TWAS Thickening
  - Include:
    - Procedures of Work
    - Routines

- Dayshift Shift
- Afternoon Shift
- Midnight Shift
- 3- Person Crew
- 4-Person Crew
- 5-Person Crew
- 1st half/2nd half Shift Responsibilities or Work Station Assignments
- Check Lists
- Recording and Recordkeeping
- Shift Sampling
- Wet Weather Operations
- Dry Weather Operations
- Reporting Problems/Issues

V. **Broadway Pump Station – UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Process Goals
- Pumps
  - Dry Weather Operations
  - Wet Weather Operations
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up
  - Shut Down
  - Abnormalities
  - Switching Pumps
- Bar Screens
  - Dry Weather Operations
  - Wet Weather Operations
  - Screen Operations
  - Screen Bypass
  - Start Up
  - Shut Down
  - Abnormalities
- Force Mains
  - Dry Weather Operations
  - Wet Weather Operations
  - Valving
  - Bypassing
  - Switching Force Mains
  - Air Release Operations
  - Abnormalities
- Safety Issues

**VI. Westwood Pump Station – UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Pumps
  - Dry Weather Operations
  - Wet Weather Operations
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up
  - Shutdowns
  - Abnormalities
  - Switching Pumps
- Bar Screen
  - Dry Weather Operations
  - Wet Weather Operations
  - Screen Operations
  - Screen Bypass
  - Start Up
  - Shutdowns
  - Abnormalities
- Force Main
  - Dry Weather Operations
  - Wet Weather Operations
  - Valving
  - Bypassing
  - Air Release Operations
  - Start Up
  - Shutdowns
  - Abnormalities
- Safety Issues

**VII. Headworks, Grit & Grease - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Purpose
  - Treatment Goals
- Flow Split – North to South
- Primary Clarifier Diversion Chamber and Stop Logs
- Process Diagram
- Grit Process
  - Process Diagram
  - Start Up
  - Shut Down
  - Abnormalities
- Odor Control

- Odor Pipe Valving
  - Monitoring
- Grease Process
  - Process Diagram
  - Start Up
  - Shutdowns
  - Abnormalities
- Dumpster Handling
  - Shift Responsibilities
  - Loading Location
  - Transportation
  - Unloading Location
  - Odor Control
- Safety Issues

**VIII. Primary Clarifiers– UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- North Primaries
  - Start Up
  - Shutdowns
  - Abnormalities
  - Odor Control
    - Valves
  - Sludge Collector
- South Primaries
  - Start Up
  - Shutdowns
  - Abnormalities
  - Odor Control
    - Valves
  - Sludge Collector
- Taking Tanks Out of Service
  - Procedure
- Placing Tanks In Service
  - Procedure
- Sludge Pumping
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up
  - Shut Down
  - Abnormalities
  - Switching Pumps
- Safety Issues

**IX. Trickling Filters - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals

- Flooding of Filters Procedures
- Odor Control
- Start Up
- Shutdowns
- Abnormalities
- Taking Tanks Out of Service
  - Procedure
- Placing Tanks In Service
  - Procedure
- Safety Issues

**X. Intermediate Clarifiers - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Start Up
- Shutdowns
- Abnormalities
- Taking Tanks Out of Service
  - Procedure
- Placing Tanks In Service
  - Procedure
- Sludge Pumping
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up
  - Shut Down
  - Abnormalities
  - Switching Pumps
- Safety Issues

**XI. Low Lift Pump Station - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Pumps
  - Dry Weather Operations
  - Wet Weather Operations
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up
  - Shut Down
  - Abnormalities
  - Switching Pumps
- Safety Issues

**XII. Intermediate Pump Station - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Pumps
  - Dry Weather Operations
  - Wet Weather Operations
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up
  - Shut Down
  - Abnormalities
  - Switching Pumps
- Safety Issues

**XIII. Tricking Filter Recirculation - DEVELOP NEW SOP**

- Process Overview
  - Process Diagram
  - Goals
- Spiking Channel
- Manual Recirculation Procedures
- Automatic Recirculation
- Safety Issues

**XIV. Advanced Treatment – Aeration Basins - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Dry Weather Operations
- Wet Weather Operations
- Tank Rotations
- Tank Cleanings
- Start Up
- Shut Down
- Abnormalities
- Safety Issues

**XV. Aeration Basin Blowers - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Blower Start Up
- Blower Shutdown
- Abnormalities

- Taking Blowers Out of Service
  - Procedure
- Placing Blowers In Service
  - Procedure
- Blower Rotations
- SCADA
- Abnormalities
- Safety Issues

**XVI. Spiking Channel - DEVELOP NEW SOP**

- Process Overview
  - Process Diagram
  - Goals
- Shutting/Closing Channel
- Flow Diversion
- Abnormalities
- Safety Issues

**XVII. Final Clarifiers - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Dry Weather Operations
- Wet Weather Operations
- Tank Rotations
- Tank Cleanings
- Start Up
- Shut Down
- Abnormalities
- Safety Issues

**XVIII. RAS/WAS Pumping - DEVELOP NEW SOP**

- Process Overview
  - Process Diagram
  - Goals
- Pumps
  - Dry Weather Operations
  - Wet Weather Operations
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up
  - Shut Down
  - Abnormalities
  - Switching Pumps
- Safety Issues

**XIX. Thickened Waste Activated Sludge Process - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- DAF Operations
- Pumps
  - Dry Weather Operations
  - Wet Weather Operations
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up
  - Shut Down
  - Abnormalities
  - Switching Pumps
- Safety Issues
- Ferrous Chloride
  - Storage
  - Feed Equipment
  - Feed Rates
  - Adjustments
  - Safety Issues
  - Deliveries

**XX. Effluent Filters - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Dry Weather Operations
- Wet Weather Operations
- Tank Rotations
- Tank Cleanings
- Start Up
- Shut Down
- Abnormalities
- Safety Issues

**XXI. Chlorination - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Dry Weather Operations
- Wet Weather Operations
- Tank Rotations
- Tank Cleanings
- Start Up

- Shut Down
- Abnormalities
- Safety Issues
- Storage Facilities
- Feed Equipment
- Adjusting Feed Rates
- Target Dosages
- SCADA
- Deliveries

**XXII. Dechlorination - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Start Up
- Shut Down
- Abnormalities
- Safety Issues
- Storage Facilities
- Feed Equipment
- Adjusting Feed Rates
- Target Dosages
- SCADA
- Deliveries

**XXIII. Post Aeration - DEVELOP NEW SOP**

- Process Overview
  - Process Diagram
  - Goals
- Emergency Power
- Dry Weather Operations
- Wet Weather Operations
- Start Up
- Shut Down
- Abnormalities
- Safety Issues

**XXIV. Non Potable Water System - DEVELOP NEW SOP**

- Process Overview
  - Process Diagram
  - Goals
- Water Loop in Plant
- Emergency Power
- Dry Weather Operations
- Wet Weather Operations
- Start Up
- Shut Down

- Abnormalities
- Safety Issues

**XXV. Anaerobic Digesters - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Start Up
- Shutdowns
- Abnormalities
- Taking Tanks Out of Service
  - Procedure
- Placing Tanks In Service
  - Procedure
- Piping Diagram
- Sludge Transferring
- Heat Exchanger Operations
- Sludge Pumping
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up
  - Shut Down
  - Abnormalities
  - Switching Pumps
- Safety Issues
- Digester Gas
- Recirculation Loops

**XXVI. Biosolids Dewatering - UPDATE/REVISE EXISTING SOP TO INCLUDE AS NEEDED**

- Process Overview
  - Process Diagram
  - Goals
- Surge Tank Operations
- Start Up
- Shutdowns
- Abnormalities
- Taking Equipment Out of Service
  - Procedure
- Placing Gravity Thickeners in Service
  - Procedure
- Placing Centrifuges in Service
  - Procedure
- Sludge Pumping
  - Pump Rotations
  - VFD
  - SCADA
  - Start Up

- Shut Down
- Abnormalities
- Switching Pumps
- Safety Issues

**XXVII. Co-Generation - DEVELOP NEW SOP**

- Process Overview
  - Process Diagram
  - Goals
- Emergency Power
- Dry Weather Operations
- Wet Weather Operations
- Start Up
- Shut Down
- Abnormalities
- Safety Issues
- Peak Shaving Procedures

**XXVIII. Gas Scrubbers - PSA - DEVELOP NEW SOP**

- Process Overview
  - Process Diagram
  - Goals
- Emergency Power
- Dry Weather Operations
- Wet Weather Operations
- Start Up
- Shut Down
- Abnormalities
- Safety Issues

**XXIX. Bio-filter - DEVELOP NEW SOP**

- Process Overview
  - Process Diagram
  - Goals
- Start Up
- Shut Down
- Abnormalities
- Safety Issues
- Headworks and Primary Clarifier Valving
- Blower VFD
- Sprinkler System
  - Timers
- SCADA

***THIS LIST NOTED ABOVE IS NOT INCLUSIVE. THE CITY OF DAYTON RESERVES THE RIGHT TO ALTER; AMEND; ADD OR DEDUCT FROM THE LIST OF PROCESS SOP'S***

## DEVELOPMENT OF NON-PROCESS SOP'S – **NEW**

### All of the following are General SOP's

- XXX. Shift Supervisor Responsibility and Expectation
  - Dry Weather
  - Wet Weather Events
  - Odor Investigations
  - Personnel Oversight
    - Scheduling
- XXXI. Power Outage Procedures
- XXXII. Overall High Flow Events
- XXXIII. Digestion
  - Automation
  - Sludge transfer East to West
  - Cleaning of Digesters
  - Safety
- XXXIV. Cleaning/Draining Tanks/Basins
- XXXV. Preventative Maintenance
- XXXVI. Sample Sites and Testing Procedures
  - Define Sample Stations
  - Testing
    - CO2 Testing
    - H2S Testing
    - CL Residual testing
    - Dissolved Sulfide Testing
- XXXVII. Receiving Shipments
- XXXVIII. SCADA (Process Control)
- XXXIX. HVAC/Air Handlers
- XL. Potable Water
- XLI. Digester Gas
- XLII. Recirculation Loops
- XLIII. Power/Substations
- XLIV. Infor/Hansen
- XLV. Work Order
- XLVI. Titan
- XLVII. Odor Complaints
- XLVIII. Storm Drainage
- XLIX. Hot water System

***THIS LIST NOTED ABOVE IS NOT INCLUSIVE. THE CITY OF DAYTON RESERVES THE RIGHT TO ALTER; AMEND; ADD OR DEDUCT FROM THE LIST OF NON-PROCESS SOP'S***

1. **Work Included:** Furnish all labor, materials, equipment and submittals necessary to develop Standard Operating Procedures.
2. **Description:** The Consultants shall conduct interviews with Plant Operations; Plant Maintenance; Plant Electrical and Supervisory Staff to gain perspectives on the Plant Operations and to determine what is necessary for the development of the Standard Operating Procedures. Such meetings shall be scheduled a minimum of 2 weeks in advance.
3. **Use of Color Graphics:** Consultant shall use color graphics in the development of the SOP's. Graphics include photographs; diagrams in vizio; flow charts in vizio; panel displays; screen shots; etc....
4. **Deliverables:** The preferred media for the submittal of SOP's shall be electronic format: Microsoft Word (password protected); Acrobat Adobe PDF; Powerpoint (as necessary). All such format shall be easily incorporated and used in the SCADA system as a pull down document. Additionally, such format shall be easily incorporated in a Division Intranet webpage. Such SOP's shall be delivered electronically plus twelve (12) original and bound color copies. Additionally, Consultant shall provide the entire contents of the SOP's on flash drives for each employee (80 total).
5. **Progress Reports:** The Consultants shall provide the City with periodic updates. Such update example would be: Monthly Progress Reports with Completed SOP's to date for review.
6. **Submittals:** Consultant shall deliver each SOP upon completion for review. The City shall review and provide review comments in a timely manner.
  - a. **Field Verification:** Consultant shall allocate 80 hours/per year for Field Verification.
7. **Training:** Consultant shall allocate 12 hours/year for training of personnel. Scheduling of the training will be at the City's discretion. Further, Consultant will be required to provide training to the off shifts: Afternoon 3:00 pm – 11:00 pm; Midnight 11:00 pm to 7:00 am and Assigned Maintenance 7:00 am to 3:00 pm. Training will include specifics of each SOP and how to access SOP's from SCADA or intranet. Consultant shall work with the City on training; scheduling and implementation of each SOP.
8. **Schedules:** Consultant shall prepare a schedule for the City's review and shall include dates/times of interviews with operations and maintenance staff. The work is anticipated to extend through December 31, 2019. The WRF plans to fund this work out of both 2018 and 2019 Capital Funds.

## 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 Consultants are encouraged to review the list of Minority, Women and Small Businesses at [www.daytonohio.gov/departments/hrc](http://www.daytonohio.gov/departments/hrc) for certified subConsultants.

**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 Consultant must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council  
371 West Second Street, Suite 100  
Dayton, Ohio 45402  
(937) 333-1413 (Office)  
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

**3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.**

#### ARTICLE 1. TERM

The Agreement shall commence upon execution by the City of Dayton and approval by the Dayton City Commission.

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

Consultant 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). Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and

Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

#### ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Consultant, 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

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

Consultant 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 Consultant and its agents, employees, Consultants, sub-Consultants 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, Consultant 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.

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

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

Consultant 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 Consultant.

## ARTICLE 9. TERMINATION

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Consultant's assets is appointed by a court of competent jurisdiction.
2. Consultant is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Consultant'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 Consultant to remedy such failure within thirty (30) days from the date of written notice from City.
4. Consultant'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 Consultant 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 Consultant 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, Consultants, sub-Consultants 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 Consultant and the City.

**D. EQUAL EMPLOYMENT OPPORTUNITY**

Consultant 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 Consultant from receiving future City contracts.

**E. WAIVER**

A waiver by the City or Consultant 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 CONSULTANT**

By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an “independent Consultant”. As an independent Consultant for the City, Consultant shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Consultant 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.

Consultant, its employees and any persons retained or hired by Consultant 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, Consultant shall be responsible to withhold and pay, or cause such agents, Consultants and sub-Consultants to withhold and pay, all applicable local, state and federal taxes. Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

#### H. ASSIGNMENT

Consultant 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 Consultant from employing independent Consultants, associates, and subConsultants 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 Consultant.

#### 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

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



City of Dayton, Ohio  
Department of Water  
Water Reclamation  
Development of Standard Operating Procedures  
RFP No. 18032WTWE  
September 2018

## EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Fax Number: \_\_\_\_\_

Proposer's E-mail Address: \_\_\_\_\_

**Form of Ownership**

Sole Proprietorship     Franchise     Partnership     Corporation

Joint Venture     LLC     Other (Specify): \_\_\_\_\_

If a corporation, state of incorporation: \_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship): \_\_\_\_\_

**Please include your IRS Form W9 with your proposal.**

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.     Yes     No

SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

**EXHIBIT A – LETTER OF TRANSMITTAL (continued)**

**COMPANY PROFILE AND BACKGROUND**

Name of Proposing Company: \_\_\_\_\_

|  |            |                         |
|--|------------|-------------------------|
| Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities: |            |                         |
| Primary Business   | # of Years | # of Employees Assigned |
|  |            |                         |

If a corporation, state of incorporation: \_\_\_\_\_

|   |
|---|
| Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies: |
|   |

Local Office of Proposer: Office nearest to Dayton, Ohio: \_\_\_\_\_

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

**Key Personnel:**

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



City of Dayton, Ohio  
Department of Water  
Water Reclamation  
Development of Standard Operating Procedures  
RFP No. 18032WTWE  
September 2018

## EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: \_\_\_\_\_

**List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 18019WTWE. 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  
Water Reclamation  
Development of Standard Operating Procedures  
RFP No. 18032WTWE  
September 2018

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



City of Dayton, Ohio  
Department of Water  
Water Reclamation  
Development of Standard Operating Procedures  
RFP No. 18032WTWE  
September 2018

## EXHIBIT D – PRICING STRUCTURE

Name of Proposing Company:

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THE REQUESTED BREAKDOWN OF ITEMIZED COSTS SHALL INCLUDE LABOR, MATERIALS, AND OTHER WORK AS REQUIRED. PROPOSAL PRICING SHALL BE LISTED ON THE PRICING SHEET THAT FOLLOWS. ANY ADDITIONAL PRICING MAY BE SUBMITTED ON SUPPLEMENTAL SHEETS WHICH SHALL BE IDENTIFIED USING THE FOLLOWING: "EXHIBIT D – SUPPLEMENTAL PRICING"

| <b>ITEM<br/>No.</b> | <b>DESCRIPTION</b>                    | <b>LUMP SUM<br/>PRICE</b> |
|---------------------|---------------------------------------|---------------------------|
| <b><u>2018</u></b>  |                                       |                           |
|                     | <b>Development of SOP's</b>           |                           |
|                     | <b>a. Field Verification</b>          |                           |
|                     | <b>b. Staff Training &amp; Review</b> | \$                        |
|                     | <b>Total for 2018</b>                 | \$                        |
| <b><u>2019</u></b>  |                                       |                           |
|                     | <b>Development of SOP's</b>           |                           |
|                     | <b>a. Field Verification</b>          |                           |
|                     | <b>b. Staff Training &amp; Review</b> | \$                        |
|                     | <b>Total for 2019</b>                 | \$                        |