



City of Dayton, Ohio  
Department of Water  
Division of Environmental Services

**PROFESSIONAL MANAGEMENT SERVICES FOR VARIOUS  
CITY OF DAYTON ENVIRONMENTAL WASTE STREAMS**

**REQUEST FOR PROPOSAL (RFP) No. 18043WTWE**  
December 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 Environmental Management,  
Attn: Felicia Graham  
320 W. Monument Avenue  
Dayton, Ohio 45402  
Telephone: (937) 333-8598  
Fax: (937) 333-2833  
E-Mail: [felicia.graham@daytonohio.gov](mailto:felicia.graham@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:	December 19, 2018
Last Day to Submit Questions:	January 11, 2019
Written Responses to Questions:	January 15, 2019
Due Date for Proposals:	2:00 PM local (Dayton,OH) time on January 23, 2019

1.03 SUBMITTING A PROPOSAL. Each Consultant 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 3 copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Consultant and sent to:

RFP No. 18043WTWE– Professional Management Services For Various City Of Dayton  
Environmental Waste Streams  
City of Dayton, Division of Procurement, Room 514  
Melissa Wilson, CPPB  
City Hall  
101 West Third Street  
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by the time and 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 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. 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.
- **Company Profile and Background.** Provide the following information:
  - **Location** - The street address of the proposer's company headquarters.
  - **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
  - **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
  - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
  - **Please list and Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP Requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.
- **References:** Provide a list of references on form provided as Exhibit B. We are 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.

<b>Evaluation Criteria for Goods and Services</b>		
<b>Item</b>	<b>Description</b>	<b>Percentage Possible</b>
1	Cost/Price/Lump Sum Fee (Price Agreement)	30%
2	Previous Experience	20%
3	Response Time /Location Home Office	10%
4	Qualifications	20%
5	Waste Management/ Recycling Plan	10%
6	Dayton Local Business	5%
7	PEP Certified Vendor	5%
	<b>Total Points</b>	<b>100%</b>

1.07 MISCELLANEOUS ITEMS TO BE ADDED IF NECESSARY.

- All Consultants submitting a proposal will be notified, upon final determination by the City, of the firm selected to perform the requested work.
- Price Agreement – Pricing shall be firm for two years from Dayton City Commission approval and contract execution with options to renew for two (2) additional 12-month periods.

## SECTION 2 – SCOPE OF PROJECT

**2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.** The City of Dayton, Departments of Water and Aviation are seeking proposals from highly experienced and professional consulting firms to perform the management of various environmental waste streams. All qualified proposers will be considered for award,, based on a multiple award concept, however, it will be solely at the discretion of the City’s using agency to place contracts with any one or all proposers that have presented a proposal.

**2.02 BACKGROUND INFORMATION.** The City of Dayton, Departments of Water and Aviation request that the proposed professional services are intended to assist with the management of various environmental waste streams encountered during day-to-day operations. These services will be required on an as-needed basis, and may include tasks such as material collection, analyses and characterization; proper container packaging, labeling, handling, and transportation; record keeping; and disposal or recycling. All tasks must be performed in accordance with all applicable federal, state and local regulations governing such activities, including but not limited to USEPA, OEPA, DOT and OSHA regulations. Please note that the generation of any given waste stream is not a routine event. Therefore the description, quantity and location of the material cannot be predicted at this time.

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

The following briefly describes the anticipated tasks required to successfully manage these typical waste streams:

**1. Meetings**

The Contractor shall be available for a preliminary start-up meeting with the City of Dayton, and additional meetings as needed by City of Dayton.

**2. Characterization**

The Contractor must be capable of providing 40-hour OSHA HAZWOPER-trained personnel who are competent in determining the proper number and types of samples to be collected from a given waste stream with or without supporting information supplied by the City of Dayton regarding the characterization of the material for disposal. Field staff shall be competent in the use of equipment designed to collect, containerize, and preserve representative samples of solids, liquids, sludges, and soils from various sources. All sampling equipment, containers and personal protective equipment are to be provided by the Contractor.

The scope of work may include the testing of unknown materials, consolidation of like waste streams of petroleum products, and paints for removal and disposal. The Contractor must be able to initiate field screening of like waste streams for the purpose of consolidation. All consolidation of materials will be performed in accordance with all applicable federal, state and local regulations governing such activities.

The scope of work may include universal (i.e., fluorescent lamps, ballasts, and batteries) and electronic waste management.

The scope of work may include decontamination, removal, and disposal of mercury waste.

The scope of work may include the testing, decontamination; removal and disposal of small transformer equipment located inside of pedestrian signal devices (walk/don’t walk signals). These transformers may contain PCB oil. Normally the transformer is a sealed unit approximately 4” X 6”. The transformer must be removed from the signal. Note: the signals have been removed from the street and are located in one

central storage area. Where combustion or leaking has occurred, the signal unit will be required to be decontaminated. Wipe samples shall be collected from the device to confirm successful decontamination. The Contractor will dispose of the transformers; the City shall recycle the pedestrian signal equipment.

### **3. Analytical Services**

The Contractor shall arrange for laboratory services and chemical analyses of materials to properly assess and classify for shipment, recycling and or disposal. Laboratory analytical data shall be used to prepare a complete waste profile, used to meet RCRA regulatory compliance and TSD facility permits. The laboratory must successfully administer a comprehensive QA/QC program, which assures the reliability of analytical results through regular instrument calibration, sample duplicates, reference standards or other quality control checks. The City of Dayton shall be provided all laboratory data and documentation concerning each waste stream requiring characterization. Additionally, all samples shall be collected and analyzed in accordance with USEPA and OEPA guidelines and regulations. Chain of custody must be maintained for each laboratory sample.

### **4. Packaging and Labeling**

Following the site evaluation, the Contractor shall properly evaluate the packaged waste and then sort, segregate, over pack or consolidate materials where appropriate to effectively reduce cost where possible. Packaging and labeling is to be provided by the Contractor in preparation for shipping by authorized licensed hazardous waste carriers when applicable, and shall conform to all required USEPA and DOT regulations. Additionally, the Contractor shall be responsible for spill clean-up associated with these activities.

### **5. Waste Transportation**

The Contractor shall provide fully permitted, properly placarded, liquid tight vehicles to safely transport the variety of containers that are reasonably anticipated to be encountered in this scope of work. In addition, DOT-trained and licensed drivers shall operate all vehicles. The City of Dayton expects that the Contractor use the most reasonable and cost efficient route to the final delivery point.

### **6. Record keeping**

Tracking documents shall be strictly maintained by the Contractor throughout the waste management process, from characterization, packaging, and transportation to final disposition. To assist the City of Dayton in effectively tracking all waste, the Contractor shall complete the proper waste data sheets, hazardous material manifests and applicable DOT permits. All record keeping documents (including destruction certificates and complete project summary report) shall be submitted to the City of Dayton at the conclusion of each waste management event.

### **7. Waste Management**

The Contractor shall develop cost effective solutions for the final disposition of all affected waste streams. Recommendations and guidance shall be offered to the City of Dayton regarding recycling, treatment or disposal options which meet all regulatory standards, together with waste acceptance at fully permitted RCRA or TSCA facilities.

### **8. Site Safety**

The Contractor is required to comply with all applicable safety regulations. The Contractor is required to provide all necessary safety equipment. A site specific health and safety plan must be prepared for each project, in accordance with 29 CFR 1910.120. The plan should be understood and strictly adhered to by all personnel associated with the project. The Contractor is responsible for ensuring that all personnel, including all subcontractors involved at the site, comply with the site health and safety requirements.

**9. Emergency Clean-Up Procedures**

The Contractor shall be prepared to initiate emergency clean-up procedures as necessary. All vehicles must be equipped with absorbent material, and other appropriate emergency response equipment. All field personnel must be capable in directing containment measures and in performing initial containment actions.

**10. Reports**

The Contractor shall prepare a report outlining each task (1-9) listed above. Each report shall be submitted to the City in draft form. The City reserves the right to request changes and/or modifications of the draft report prior to the acceptance of any final report.

**11. Work Acceptance**

All work, which does not conform to specifications, will not be accepted. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause found to exist prior to final acceptance of the work shall be corrected immediately and completed in an acceptable manner at the Contractor's expense. The Contractor is also responsible for any work completed that is not authorized in writing by the City.

**12. Subcontractors**

If subcontractors are involved in any part of the project, a representative of the Contractor must be on site to ensure compliance with the provisions in this Request for Proposal.

**13. Personnel Qualifications**

All personnel associated with each project shall have sufficient skill and experience to adequately perform the work properly and satisfactorily. Proof of all required and relevant certification, license or training must be furnished in this proposal to the City of Dayton for all such persons, including subcontractors.

**14. Equipment**

All equipment proposed for use during the project shall be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be utilized such that no injury to the roadway, adjacent property or other highways will result from its use.

**15. Other**

The results of all services under this contract shall be "exclusive property" of the City of Dayton and all documents (including without limitation, all writings, drawings, blueprints, pictures, recordings, notes, data reports, computer or machine-readable data and all copies or reproductions thereof, or other information received or generated in the performance of this agreement) shall be delivered to the City, and shall be maintained as strictly confidential and not disclosed to others, including individuals, corporations, or government agencies, either before or after the termination of this agreement, except as expressly authorized in writing by the City of Dayton, Ohio. Any questions regarding the information contained above shall be directed toward Felicia Graham, Environmental Compliance Coordinator, at (937) 333-8598.

**16. Additional Requirements**

- A. The contractor will apply for and obtain all necessary permits, manifest, and file any other necessary paperwork.

- B. The contractor will be responsible for erosion control requirements relative to drainage ditches, waterways and the City's Municipal Separate Storm Sewer System (MS4) including but not limited to silt fencing and catch basin protection.
- C. To ensure compliance with the regulations pertaining to all work necessary, a representative of the contractor will be *onsite* at all times when subcontractors are working.
- D. The contractor and subcontractor(s) are required to comply with all applicable regulations including, but not limited to Occupational Safety and Health Administration (OSHA), American National Standard Institute (ANSI), American Petroleum Institute (API), Environmental Protection Agency (EPA), National Fire Protection Association (NFPA), and the Ohio Department of Natural Resources (ODNR), pertaining to all work associated with this project. The contractor is responsible for ensuring that all personnel including all onsite subcontractors comply with all health and safety requirements.
- E. All work which does not conform to the specifications will not be accepted. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause found to exist prior to final acceptance of the work will be corrected or removed immediately and completed or replaced in an acceptable manner at the contractor's expense.
- F. All equipment proposed for use during the project shall be of appropriate design and properly maintained to conduct the work and to produce a satisfactory result. Equipment used on any portion of the project shall be utilized such that no damage to public roadways or adjacent property will result from its use.
- G. All work will be charged to the City based on time and materials not to exceed the total amount specified in the proposal and Purchase Order. The City reserves the right to delete and/or modify the work required as deemed necessary within the scope of the total money available.

#### 2.04 PRICING STRUCTURE.

The requested breakdown of itemized costs must include labor, equipment mobilization, and other work required. Additional details may be submitted on a separate sheet. **Exhibit C must be completed and submitted with proposal(s).**

## SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

**3.01 TAX EXEMPTION.** All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

**3.02 PROPOSER AFFIDAVIT.** If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

**3.03 PROCUREMENT ENHANCEMENT PROGRAM.** It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to review the list of Minority, Women and Small Businesses at [www.daytonohio.gov/departments/hrc](http://www.daytonohio.gov/departments/hrc) for certified subcontractors.

**3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY.** No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

**3.05 PROPOSER'S INCURRED COSTS.** Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

**3.06 AFFIRMATIVE ACTION ASSURANCE (AAA).** The selected 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 and shall terminate upon expenditure of all funds provided herein or end of contract period, whichever date is earlier.

## 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

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

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, 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, 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) Environmental Impairment Liability Insurance, having a minimum amount of one million dollars (\$1,000,000.00) per occurrence, five million dollars (\$5,000,000.00) aggregate, and said policy shall name the City of Dayton as co-insured.

- (3) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (4) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (5) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (6) Consultant 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 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, 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 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 CONTRACTOR

By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor 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, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Consultant/Engineer/Contractor/etc. 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 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 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.

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

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

[ ] Not Applicable (“N/A”) \_\_\_\_\_

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



City of Dayton, Ohio  
Departments of Water and Aviation  
PROFESSIONAL MANAGEMENT SERVICES FOR VARIOUS  
CITY OF DAYTON ENVIRONMENTAL WASTE STREAMS  
RFP No. 18043WTWE  
December 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



City of Dayton, Ohio  
Departments of Water and Aviation  
PROFESSIONAL MANAGEMENT SERVICES FOR VARIOUS  
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December 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. 18043WTWE. 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  
 Departments of Water and Aviation  
**PROFESSIONAL MANAGEMENT SERVICES FOR VARIOUS  
 CITY OF DAYTON ENVIRONMENTAL WASTE STREAMS**  
 RFP No. 18043WTWE  
 December 2018

## EXHIBIT C – PRICING STRUCTURE GRID

The requested breakdown of itemized costs must include all labor (including subcontractors), equipment, supplies, mobilization, reports and other work required. **It is encouraged that additional information be submitted in order to assist in bid selection.** For the purpose of this RFP, a drum shall be considered 55 gallons.

**The requested cost breakdown includes the following:**

Task or Materials	Unit Cost	Unit	Estimated Number	Total Cost
<b>Sample Collection/Analysis</b>				
<b>Field Screening</b>				
Field Screening of unknown oil, paints, or greases for the purpose of consolidation		per drum	5	
Field Screening of unknown petroleum products for purpose of consolidation		per drum	5	
<b>PCB Containing Materials</b>				
Sampling and Analysis of suspect PCB-containing materials		per drum	3	
Sampling and analysis of suspect PCB signal transformers		per sample	3	
PCB wipes		per sample	10	

Task or Materials	Unit Cost	Unit	Estimated Number	Total Cost
<b>Non-PCB Containing Materials</b>				
Sampling and Analysis of unknown petroleum products and oils for the purpose of identification for disposal		per drum	3	
(Attach List of analytical method(s) included in cost estimate)				
Sampling and Analysis of unknown soils / solids for the purpose of identification for disposal		per drum	3	
(Attach List of analytical method(s) included in cost estimate)				
Sampling and Analysis of paints (latex and/or oil based) or the purpose of identification for disposal		per drum	3	
(Attach List of analytical method(s) included in cost estimate)				
<b>Transportation</b>				
Transportation to PCB incinerator		per trip	1	
(List Disposal facility and mileage considered in cost estimate)				
Transportation to disposal facility		per trip	3	
(List Disposal facility and mileage considered in cost estimate)				
Transportation to hazardous waste incinerator		per trip	1	
(List Disposal facility and mileage considered in cost estimate)				
Transportation to blended fuels waste incinerator		per trip	3	
(List Disposal facility and mileage considered in cost estimate)				

<b>Task or Materials</b>	<b>Unit Cost</b>	<b>Unit</b>	<b>Estimated Number</b>	<b>Total Cost</b>
Transportation to petroleum recycling facility		per trip	3	
(List Disposal facility and mileage considered in cost estimate)				
<b>Disposal/Recycling</b>				
Disposal of soil at PCB incinerator		per drum	1	
Disposal of oil at PCB incinerator		per drum	1	
Disposal of soil at hazardous waste incinerator		per drum	2	
Disposal of oil at blended fuels waste incinerator		per drum	2	
Disposal at of oil at petroleum recycling facility		per drum	15	
Disposal of oil/water mixture at blended fuels waste incinerator		per drum	1	
Disposal at of oil/water mixture at petroleum recycling facility		per drum	5	
Disposal of waste paint at blended fuels waste incinerator (solvent/oils based paints)		per drum	1	
Disposal of waste paint after solidification at solid waste facility (landfill) (latex/water based paints)		per drum	10	
Disposal of waste grease at hazardous waste incinerator		per drum	1	
Disposal of waste grease at petroleum recycling facility		per drum	5	
Disposal of PCB-containing signal transformers		per drum	2	
Disposal of empty 55-gallon drum		per drum	5	
Recycling of 8 ft. fluorescent bulbs (specify method)		per bulb	300	
Recycling of 4ft fluorescent bulbs (specify method)		per bulb	1500	
Disposal of PCB containing Ballasts		per unit	25	

<b>Task or Materials</b>	<b>Unit Cost</b>	<b>Unit</b>	<b>Estimated Number</b>	<b>Total Cost</b>
Recycling of ballasts (Non-PCB)		per unit	100	
Recycling of batteries (All Types)		per pound	200	
Recycling of electronic waste		per pallet	5	
<b>Mercury Containing Waste</b>				
Recovery and disposal of mercury waste (Assume hourly rate based on two (2) technicians and specify method)		per hour	8	
Decontamination of mercury spill area (Assume hourly rate based on two (2) technicians and specify method)		per hour	8	
<b>Pedestrian Signal Transformer Containerization</b>				
Removal and drumming of signal transformers (Assume hourly rate based on two (2) technicians)		per hour	8	
Containerized transformers in 55 gallon drums, properly label		per drum	2	
Decontamination of signal housing (clean metal for recycling)		per signal	25	
<b>Miscellaneous Items</b>				
Initial Start up meeting and estimate of 4 meetings per year		lump sum	4	
Report which will include: Quantity of Materials consolidated, disposed, recycled and destination		lump sum	1	
Mobilization Costs for Sampling and Disposal (specify number required for each effort)		lump sum	1	
Over pack drums (85 gallon) includes drum loading		per drum	5	

Task or Materials	Unit Cost	Unit	Estimated Number	Total Cost
Lab (clean) Pack small containers into 55 gal drum		per drum	5	
Clean out of Oil Water Separators		per Vacuum unit (~3,000 gal)	2	
<b>Other:</b> Health and Safety Plan, Personal Protective Equipment, Etc.		per (unit)	1	

Pricing shall be firm for two years from Dayton City Commission approval and contract execution with options to renew for two (2) additional 12-month periods.

- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period to begin immediately after initial two year agreement period at the City's sole discretion? Yes [  ]  
No [  ] If appropriate, state maximum percent of increase (based on pricing as of \_\_\_\_\_) to retain this option is \_\_\_\_\_%.
- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period to begin immediately after first option to renew period at the City's sole discretion? Yes [  ]  
No [  ] If appropriate, state maximum percent of increase (based on pricing as of \_\_\_\_\_) to retain this option is \_\_\_\_\_%



City of Dayton, Ohio  
Departments of Water and Aviation  
PROFESSIONAL MANAGEMENT SERVICES FOR VARIOUS  
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**EXHIBIT D – 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.: \_\_\_\_\_

Proposing Company: \_\_\_\_\_

# Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



## Type of Tax Filing: (check all that apply)

1.  Employee Withholding FEIN # \_\_\_\_\_
2.  Corporate Earnings FEIN # \_\_\_\_\_
3.  Individual Ownership Earnings SSN # \_\_\_\_\_
4.  Partnership Earnings FEIN # \_\_\_\_\_

Company Name \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Local Business Address \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Check the jurisdictions that we administer that you operate in:

Dayton City Limits  Dayton Wright Brothers Airport  Dayton International Airport  NONE

Date Business Started in Our Taxing Jurisdiction \_\_\_\_\_

Your Accounting Period? Calendar Year \_\_\_\_\_ or Fiscal Year ending on \_\_\_\_\_

## Withholding Information \*Quarterly Withholding cannot exceed \$600.00

■ Do you have employees? Yes  or No  Date First Employee Started Working in Our Jurisdiction \_\_\_\_\_

■ Do you submit withholdings QUARTERLY\* or MONTHLY? \_\_\_\_\_

■ Is this a courtesy withholding for your employees who are residents of the above cities only? Yes  or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes  No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes  No

Do you use Subcontractors? Yes  No  If so list Names, Addresses, and FEIN or Social Security Numbers below.

\_\_\_\_\_

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

\_\_\_\_\_

Full name of Owner of Company \_\_\_\_\_

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

\_\_\_\_\_

If you are not liable to pay taxes in our jurisdiction, please explain why.

\_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Thank you for your cooperation in this request. For more tax information is available at [www.daytonohio.gov](http://www.daytonohio.gov)

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401  
(937) 333-3500 ~ Fax (937) 333-4280

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