



# DAYTON

City of Dayton, Ohio  
Department of Clerk of Court  
Document Storage and Management  
**REQUEST FOR PROPOSALS (RFP) No. 19008MCCM**

May 2019

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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, Clerk of Court  
Meghan Thomas  
101 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 333-4448 Fax:(937) 333-4468  
E-Mail: Meghan.Thomas@daytonohio.gov

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

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

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

|                               |  |
|-------------------------------|--|
| Issue RFP:                    | May 8, 2019                                    |
| Due Date for Proposals:       | 4:30 PM local (Dayton OH) time on May 28, 2019 |
| Evaluations:                  | Anticipated by May 29, 2019                    |
| Contract(s) Selected          | Anticipated be in May 31, 2019                 |
| Agreement Period Begins       | July 1, 2019                                   |
| Initial Agreement Period Ends | June 30, 2025                                  |

1.03 SUBMITTING A PROPOSAL. Each Vendor seeking consideration for performance of services related to this RFP must submit a proposal. Proposers are to submit one (1) original copy signed by an officer authorized to bind the company, five (5) copies of their written proposal and one electronically submitted proposal and pricing sheet on a flash drive. All proposals shall be sealed, properly addressed with the name of the Vendor and sent to:

RFP No 19008MCCM  
City of Dayton  
Melissa A. Wilson, CPPB  
Division of Procurement, 5<sup>th</sup> Floor  
101 West Third Street  
Dayton, Ohio 45402

Proposals must be received by the Clerk of Court's office no later than 4:30 PM on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent RFPs. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful vendor once all proposals are received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

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

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

**1.04 REQUIRED PROPOSAL CONTENTS.** All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

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

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

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

**1.07 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 response to the RFP only.**

| <b>Evaluation Criteria for Goods and Services</b> |  |                            |
|---|--|----------------------------|
| <b>Item</b>                                       | <b>Description</b>   | <b>Percentage Possible</b> |
| 1   | Price  | 40%                        |
| 2   | Ability to address all RFP Requirements                          | 30%                        |
| 3   | Experience   | 20%                        |
| 4   | Dayton Local Business (required)                                 | 5%                         |
| 5   | PEP Certified Vendor (required unless there is an assigned goal) | 5%                         |
|   | <b>Total Points</b>  | <b>100%</b>                |

1.08 MISCELLANEOUS ITEMS.

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

## SECTION 2 – SCOPE OF PROJECT

### 2.01 PURPOSE AND NEED/PROJECT DESCRIPTION

Dayton Municipal Clerk of Court is seeking quotations for the long-term storage, destruction and associated services of the Court's paper records, Dockets, Journals and Index books.

### 2.02 BACKGROUND INFORMATION

The Clerk of Court's office is the repository of public records for the Dayton Municipal Court. The Clerk, elected by the citizens of Dayton to a six year term, and his management and support staff of 45 full-time and two part-time Deputy Clerks assure that the tasks of the office as set forth in the Ohio Revised Code are adhered to and carried out. Established administrative functions and legal processes insure that the municipal court case documentation is recorded and maintained appropriately for the public record. The Clerk of Court's office is divided into four divisions: Central Payments, Civil, Criminal and Traffic.

### 2.03 PROJECT DESCRIPTION

The records and books are currently stored in with Access Information Management Warehouse located in Cincinnati, OH.

The Dayton Municipal Court's Records Retention and Disposition Schedule meets the requirements of the Ohio Revised Code and Superintendence Rules 26, 26.01, and 26.05 for records of the court. The Dayton Municipal Court established by local rule, in accordance with Sup.R 26(G), the following Record Retention Schedule. It is this schedule that the long-term storage and disposition will be governed by:

| <b><u>RECORD DESCRIPTION</u></b>         | <b><u>RETENTION PERIOD</u></b>                 |
|--|--|
| Civil Appearance Docket                  | 25 years                                       |
| Civil Case Files                         | 15 years, if audited                           |
| Civil General Index                      | 25 years                                       |
| Civil Journal (prior 9/83)               | 25 years                                       |
| Criminal Docket Book                     | 25 years                                       |
| Criminal Case Files                      | 10 years after date of final order, if audited |
| Criminal General Index                   | 25 years                                       |
| Criminal Preliminary Appearance Docket   | 25 years for existing dockets                  |
| Driving Under Influence Case Files       | 7 yrs. after date of final order               |
| Execution Docket                         | 25 years                                       |
| Foreign Certificate of Judgments Dockets | 2 years  |
| Minor Misdemeanor Docket                 | 25 years                                       |
| Small Claims Appearance Docket and       | 25 years                                       |
| <b>General Index</b>                     |  |
| Traffic Case Files (Misdemeanor)         | 5 years  |
| Traffic Docket                           | 25 years                                       |

|                               |                                  |
|-------------------------------|----------------------------------|
| Traffic General Index         | 25 years                         |
| Traffic Journal (Prior 9/83)  | 25 years                         |
| Trusteeship Docket            | 25 years                         |
| Trusteeship Files and Records | 15 years after final disposition |

Prior to 1997 only Traffic case files were bar-coded with the case number. From 1997 to the present Civil case files, Criminal case files, as well as the Traffic case files were bar-coded with the case number. This may or may not be significant to the vendor in regards to their preparation of the records for storage at their facilities.

Years of case files in storage boxes currently at the current vendor are:

Civil Files – 1988 through 2013

Criminal Files – 2017 through present

Traffic Files – Years unknown, DUI’s only

Journals, Dockets, and Indexes – 1988- 1991 (at Record’s Center)

Years of case files in storage boxes at the Clerk of Court’s office, 301 West Third Street, Dayton, Ohio that have not been stored at the Records Center:

Civil Files – None

Criminal Files – 2017 through present

Traffic Files – DUI’s only, 7 boxes

Civil Docket Books – exact years unknown

Vendors responding to this Request for Quotation are asked to submit some brief corporate background information. Please include data regarding the company’s longevity and a brief description of the facilities in which the records are stored. Address whether or not there is climate control, security measures, fire protection and insurance.

Please provide the following information:

1. Address of the facility in which the Dayton Municipal Court’s records and books will be stored.
2. Detail how the records and books will be warehoused and tracked within the facility.
3. The Court’s records are currently stored in files within cardboard records boxes that measure about 15” x 12.5” x 11”. Address whether these records can remain in their current boxes or if they will be reboxed. These boxes are currently charged as one box per cubic foot of space.

Provide your cost to prepare each box for storage at the new location. Some boxes will not appear full, but must remain as they are, for future filing of case files currently being retained by the court.

4. Provide a complete list of the services that you will provide and the cost for each, particularly addressing the following:

\*Retrieval Service – Carton or Document

\*Refiling Service – Carton or Document

\*Daily pickup/Delivery Service

\*Cost to retrieve document, fax and refile

\*Hours of operation

\*Emergency delivery

\*Addition of new documents to a file in storage

\*Cost and availability of storage boxes as additional records are pulled annually

\*Annual cost to pick up and prepare approximately 100 boxes of files for new storage

\*Beginning in 2020, annual savings for the Clerk of Court's office if files newly going into storage are prepared per your instructions. (If this is an option)

\*Certified records destruction process, be specific as to how Clerk of Court is notified of impending destruction, how the documents and books are destroyed and by what vendor, how long your internal records of destruction are kept.

\* Record Online viewing and tracking capability.

\*Back scanning capabilities for docket books and file

\*Indicate and technologies or other services that would benefit the Clerk of Court's document management.

### **THE RECORDS RELOCATION**

Removal and relocation of approximately 12,500 boxes of files from the current vendor's location in Cincinnati, OH to the awarded vendor's facility.

Please provide a detailed cost to move and prepare the records for their new location. Estimate the amount of time needed to complete this move. Please detail the following potential costs:

- Labor Cost
- Mileage Cost
- Timeline for Completion
- All other costs associated move

All records and books have been moved and prepared for storage in the new location. Detail the annual cost to store both boxes and books annually. Please provide a sample of the contract that you use. This contract will be reviewed and possibly revised by the City of Dayton's Law Department if necessary.

### **OTHER VALUE ADDED DOCUMENT MANAGEMENT SERVICES**

Please describe any other document management services that your company would be willing to offer and include any costs associated with the product.



## 2.04 PRICING STRUCTURE

Prices proposed will remain firm for acceptance within 180 calendar days after the RFP closing date. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City's Ordinances and Charter in conjunction with the Ohio Revised Code. An excel spreadsheet has been provided to allow for electronic input and submittal.

### Pricing Structure – Monthly Fees

#### Storage

| Service Description                                | Estimated<br>Monthly<br>Volume | Charge Per Item | Monthly Rate |
|--|--------------------------------|-----------------|--------------|
| Microfiche   | 1                              |                 |              |
| Container Storage – Binder/<br>Ledger Box          | 764                            |                 |              |
| Container Storage – Check Box                      | 53                             |                 |              |
| Container Storage – Legal Box                      | 6                              |                 |              |
| Container Storage – Letter Box                     | 85                             |                 |              |
| Container Storage – Standard<br>Box                | 5239                           |                 |              |
| Container Storage – X-Ray Box                      | 4                              |                 |              |
| Storage-(LF) Linear File                           | 2                              |                 |              |
| Storage-(VM) Medium Media<br>Case                  | 33                             |                 |              |
| Climate Controlled/Vault Storage<br>– Standard Box | 3                              |                 |              |
| Miscellaneous Storage Charges                      |                                |                 |              |

#### Service

| Service Description | Estimated<br>Monthly<br>Volume | Charge Per Item | Monthly Rate |
|---------------------|--------------------------------|-----------------|--------------|
| File Tracking       | 4,050                          |                 |              |

|                           |    |  |  |
|---------------------------|----|--|--|
| File Not Found            | 2  |  |  |
| File folder Pull          | 40 |  |  |
| File folder Refile        | 2  |  |  |
| New File Folder Add       | 40 |  |  |
| File Destruction Charge   |    |  |  |
| Rush Delivery             | 1  |  |  |
| File Pull Rush            | 2  |  |  |
| Mandatory Surcharges      |    |  |  |
| Security Charges          |    |  |  |
| All Other Service Charges |    |  |  |

**Transportation**

| <b>Routine Delivery (8 AM – 4:30 PM)</b> | <b>Price</b> |
|--|--------------|
| Next Day                                 |              |
| Same Day                                 |              |
| Outside Normal Business Hours            |              |

**Termination and Destruction Charges**

| <b>Service</b>  | <b>Price per Item</b> |
|---|-----------------------|
| Preparation and documentation for Certificate of Destruction or permanent removal of storage unit, per carton |                       |
| Destruction Charges (shredding) per lb.   |                       |
| Destruction Charges (waste/recycling) per lb.   |                       |

## SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

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

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

**3.03 PROCUREMENT ENHANCEMENT PROGRAM.** It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

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

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

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

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

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

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

### ARTICLE 1. TERM

The Agreement shall commence upon execution by the Clerk of Court and shall terminate upon expenditure of all funds provided herein or on June 30, 2025 whichever date is earlier. The Agreement shall be renewable for 2 number of 5 year possible optional periods at the discretion of the Clerk.

## ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

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

## ARTICLE 3. COMPENSATION

Contractor shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

## ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

## ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one-year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

## ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

## ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

## ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

## ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services provided up to the date of termination.

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

## ARTICLE 10. STANDARD TERMS

### A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

### C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage pre-paid to the address specified below:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

### D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically, rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

#### **E. WAIVER**

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

#### **F. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision.

#### **G. INDEPENDENT CONTRACTOR**

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

#### **H. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

#### **I. THIRD PARTY RIGHTS**

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

#### **J. AMENDMENT**

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

#### **K. POLITICAL CONTRIBUTIONS**

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

#### **L. INTEGRATION**

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

#### M. PCI COMPLIANCE

Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

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

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

- Not Applicable (“N/A”) \_\_\_\_\_
- Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton. \_\_\_\_\_

#### N. LIVING WAGE ORDINANCE

“I certify the proposing entity complies with the City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.”

- YES     NO



City of Dayton, Ohio  
Department of Clerk of Court  
Document Management and Services  
RFP No. 19008MCCM  
May 2019

**EXHIBIT A – LETTER OF TRANSMITTAL**

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

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

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

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

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

Proposer’s Phone Number: \_\_\_\_\_

Proposer’s Fax Number: \_\_\_\_\_

Proposer’s E-mail Address: \_\_\_\_\_

**Form of Ownership**     **Sole Proprietorship**     **Franchise**     **Partnership**     **Corporation**  
 **Joint Venture**     **LLC**     **Other (Specify):** \_\_\_\_\_

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

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

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

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

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

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

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



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

**COMPANY PROFILE AND BACKGROUND**

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

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

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

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

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

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

Key Personnel:

| Name | Title | Contact Information: Mailing address, telephone number, fax number and email address | Designated as Primary Contact for the City of Dayton? YES / NO |
|------|-------|--|--|
|      |       |  |  |
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City of Dayton, Ohio  
Department of Clerk of Court  
Banking and Merchant Services  
RFP No. 19008MCCM  
May 2019

**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. 19008MCCM. 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 Clerk of Court  
 Document Management and Services  
 RFP No. 19008MCCM  
 May 2019

**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 because 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 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.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_



EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

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



Type of Tax Filing: (check all that apply)

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

Company Name Phone #

Mailing Address City St. Zip

Local Business Address City St. Zip

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits Dayton Wright Brothers Airport Dayton International Airport NONE

Date Business Started in Our Taxing Jurisdiction

Your Accounting Period? Calendar Year or Fiscal Year ending on

Withholding Information \*Quarterly Withholding cannot exceed \$600.00

- Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction
Do you submit withholdings QUARTERLY\* or MONTHLY?
Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

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

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

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

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

Full name of Owner of Company

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

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

Signature Title Date

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov
Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

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