



DAYTON

City of Dayton, Ohio
Department of Public Works
Division of Civil Engineering

Broadband Digital Equity and Inclusion Pilot Project

NOTICE OF FUNDING OPPORTUNITIES (NOFO) No. 20-015PWCE
SEPTEMBER 2020

SECTION 1 – PROPOSAL INSTRUCTIONS

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

City of Dayton, Procurement Division
Melissa A. Wilson, CPPB
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4039
E-Mail: Melissa.Wilson@daytonohio.gov

All communications/questions concerning this NOFO must be submitted via email referencing the specific paragraph and page number.

A copy of this NOFO proposal and any additional documentation may be found at the City’s website at:

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

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

Issue NOFO:	September 9 2020
Due Date for Proposals:	3:00 PM local (Dayton OH) time on September 18, 2020
Notice of Intent to Award/Proceed	Anticipated in September, 2020
Contract is Awarded:	Anticipated in October, 2020
Project Completion Date:	December 28, 2020

1.03 PRE-PROPOSAL MEETING. There will be no pre-proposal meeting due to the emergent nature of this NOFO.

1.04 SITE VISIT. Vendors may explore site on their own- there will be no organized site visit.

1.05 SUBMITTING A PROPOSAL. Each Vendor seeking consideration for performance of services related to this NOFO must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company’s proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid document require multiple emails, please designate in the “Subject” line of each email sent: NOFO 20-015PWCE- Broad Band Equity and Inclusion Project, NOFO 20-015 Part 1, NOFO 20-015 Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information:

Topic: NOFO 20-015PWCE Opening
Time: September 18, 2020 at 3:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/83961109654>

Meeting ID: 839 6110 9654
One tap mobile
+19294362866,,83961109654# US (New York) 13017158592,,83961109654# US
(Germantown)

Dial by your location
+1 929 436 2866 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 839 6110 9654
Find your local number: <https://us02web.zoom.us/j/83961109654>

Sealed proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by 3:00 PM on the date indicated in Section 1.02 (Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the NOFO or issue subsequent NOFOs. The City reserves the right to approve or reject any sub-Firms 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 NOFO. The City does not guarantee that any contract will be awarded because of this NOFO. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

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

- **EXHIBIT A:**
 - **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 NOFO. The letter must be on the form provided in Exhibit A.
 - **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.
 - **Company Profile and Background.** Provide the following information as it relates to Section 2.03:
 - ◆ **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).
- **EXHIBIT B:**
 - **References.** Provide a list of references on form provided as Exhibit B. You may use a copy of this form if needed for additional references. The City is particularly interested in contacting your governmental clients in the state of Ohio
- **EXHIBIT C- Vendor Compliance Form**
- **EXHIBIT D- Business Income**
- **Questionnaire Proposal Response** as per Section 2.

1.07 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Failure to submit a proposal that meets the 12/28/20 project completion deadline.

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

Proposers shall not assume that any information shared with the City prior to this NOFO will be considered in the evaluation process of this NOFO. 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 NOFO only, unless a presentation or clarification is requested. Should this occur, all of these factors will be used to determine the outcome.**

The highest scoring vendor will be contacted to work through /negotiate/navigate details of their response in order for the City and the Firm to come to a mutual agreement. If this is not successful with the highest scoring vendor, the City will move to the next highest scoring vendor and restart the process and the initial vendor will no longer be considered as a responsive option.

Evaluation Criteria for Goods and Services		
Item	Description	Percentage Possible
1	Firms Qualifications, References, and Federal Project Funding Knowledge	30%
2	Price	25%
3	Time Line Objective	15%
4	Additional Options provided for Long Term Utilization	15%
5	Project Personnel	10%
6	DBE Certified Vendor	5%
	Total Points	100%

1.09 MISCELLANEOUS ITEMS.

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

SECTION 2 – SCOPE OF PROJECT

2.0 PURPOSE AND NEED / PROJECT DESCRIPTION.

2.1 PURPOSE AND NEED / PROJECT DESCRIPTION.

The COVID-19 national emergency has created unprecedented times throughout the nation but especially with our most vulnerable communities exposed to its harmful impact. As K-12 and college education systems as well as businesses have shifted to remote learning and business solutions in order to support students and workers through the pandemic, the need for reliable internet access has been amplified and recognized as a critical need to support meaningful student learning and development, and to ensure citizens of the Northwest Dayton communities experience healthcare access and job security. In the Northwest communities of Dayton there are a significant number of households which currently lack high-speed broadband internet, with much of this shortfall concentrated in just a few high-poverty zip codes. Access to healthcare issues have been exacerbated in this area due to the closing of Good Samaritan Hospital. This project hopes to help address access disparities in this geography of the city and specifically help make telehealth and possibility and reality for households in this area. It is also the desire of the city that this Pilot project can serve as a blueprint for future efforts to continue to expand and enhance access to broadband technologies in a sustainable way.

The City of Dayton is committed to finding a solution to support these households in need and has authorized the allocation and expenditure of \$1,400,000.00 from the CARES Act Coronavirus Relief Fund (“CARES Act Funds”) and is looking for a vendor who can assist in the Broadband Expansion Pilot Project to address the increased need for internet connectivity to Northwest Dayton communities due to the COVID-19 pandemic. The City of Dayton Broadband Expansion Project will benefit students, families, and businesses as the need for distance learning, telework, telehealth, and other remote services are necessary now more than ever due to the COVID-19 pandemic.

The City of Dayton is seeking proposals from qualified vendors to provide broadband access to the following highlighted Northwest Dayton communities in Figure 1 below: Philadelphia Woods, Fairview, Hillcrest, Dayton View Triangle, Mount Vernon, and Santa Clara. The coverage area is not limited to these communities, but at a minimum, these communities must be serviced. The selected vendor would need to deploy the required infrastructure and make it operational for residential access and public use of internet access.

2.2 BACKGROUND INFORMATION.

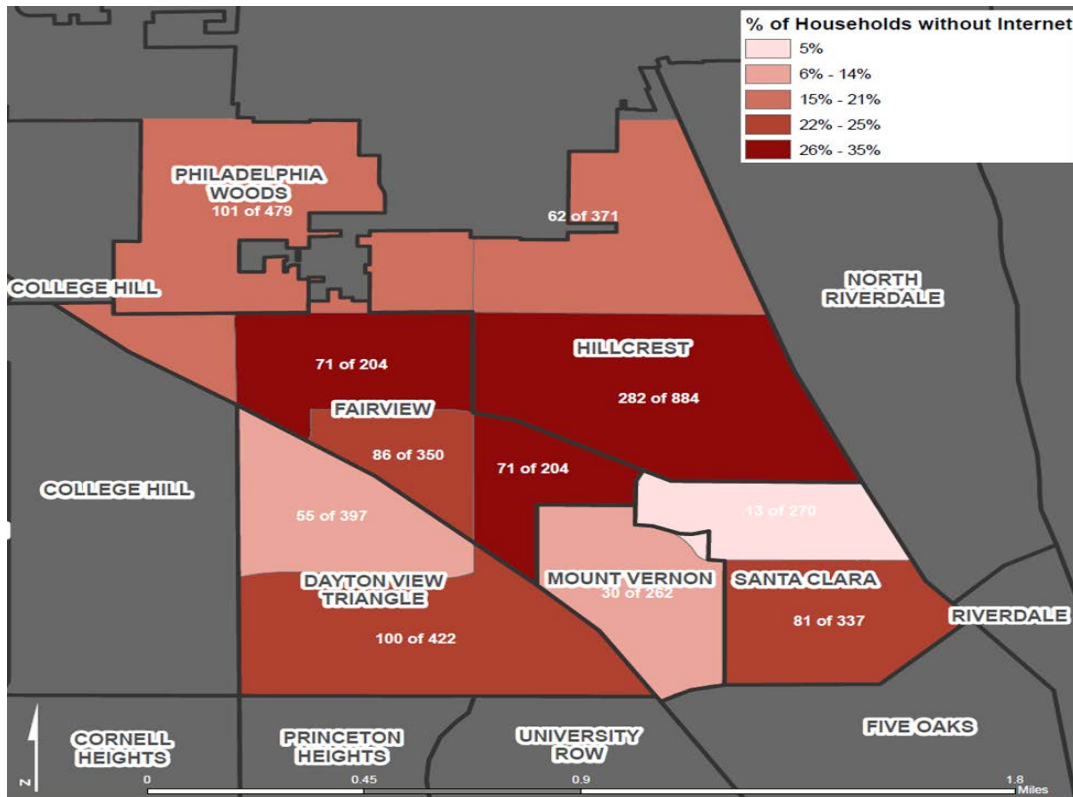


Figure 1 – City of Dayton Northwest Communities for Broadband Expansion

The City of Dayton has some infrastructure in place that maybe or willing to be leveraged for the proposed solution. The following link <http://arcg.is/1W4S1D> to a Fiber Map shows where the existing City of Dayton Fiber is currently located. If vendors want to leverage The City of Dayton infrastructure it must be clearly specified in the vendor's proposal for negotiation with The City of Dayton. See *Figure 2 – City of Dayton Northwest Communities for Broadband Expansion*.

2.1 SCOPE OF WORK / PROJECT REQUIREMENTS.

2.1.1 MINIMUM REQUIREMENTS

- a) The vendor must provide at least the FCC industry standard of 25 megabits per second (Mbps) for downloading and 3 Mbps for uploading.
- b) Project must be installed and operational before December 28, 2020;
- c) Vendor must be able to maintain and manage the proposed solution once in place;
- d) The proposed solution should demonstrate the ability to serve a significant number of the households in the target area;
- e) The proposed technology must have demonstrated efficacy and broad customer acceptance in the market;
- f) Content Filtering: the proposed solution should be compliant with the Children's Inter Protection Act (CIPA);
- g) Data usage should not be capped or throttled. Any proposed data restrictions should be clearly identified in the proposal.
- h) Vendors are responsible for following all contractor traffic, safety, and security regulations;
- i) The vendor for this project must follow all appropriate zoning laws and electrical safety standards; and
- j) Selected vendor is responsible for compliance with all applicable local, state and federal laws, codes and regulations relative to the project and shall acquire all necessary permits, approvals and agreements.

2.1.2 OPTIONAL REQUIREMENTS

- a) End user support: The proposal should describe how the vendor or a community partner will provide technical assistance and guidance to residents using the service; and
- b) Digital literacy training: The proposal should describe how the vendor or a community partner will conduct outreach and training to citizens who require assistance in the use of the service for remote learning, telehealth, job training or other online activities.

2.2 VENDOR RESPONSE

The vendor response must not exceed 25 pages, not included in the page count will be: cover letter, table of contents, forms and cost proposal. The cost proposal must be separate from the technical proposal. Proposal submissions must include the following sections in their proposals:

2.4.1 TECHNICAL PROPOSAL

- Solution Approach and Estimated Timeline
 - Provide estimated coverage map with coverage based on proposed endpoints
 - Vendor should explain in detail their proposed solution, identify critical path items, risks to project success, and risk mitigation strategies
 - Provide project schedule with specific milestones
- Technical Support
 - Provide a technical support plan for the network and users
 - The support plan should include proposed SLA terms covering:
 - Uptime
 - Available support windows
 - Trouble reporting procedures
 - Time to repair commitments for outages
 - Customer response times
 - Escalation procedures and criteria for chronic issues
- Network Security Plan
 - Identify and describe the Network Security Plan including Firewalls, capabilities for network filtering & bandwidth restrictions

- Management Plan
 - Describe the project management methodology the vendor will use for the services described
 - Description of the managerial and staff capacity to deliver the proposed services
- Ongoing Management and Maintenance
 - Provide an on-going management and maintenance plan
- Scalability plan
 - Provide a scalability plan for future growth or downsizing
- Relevant Experience
 - The Vendor must describe in detail their relevant experience, ability to perform, and past performance relevant to the services described.
 - Describe the end results based on your past performance and experience and what The City of Dayton should expect if you were awarded this contract.
- Professional References- Please use **Exhibit B** as base and include project descriptions separately.
 - List at least 2 former or current professional references for which the vendor has performed similar services, in size and scope, to those being proposed. The listing shall, at minimum, include:
 - Project name for that client
 - The client's name
 - The client's telephone number
 - The client's email address
 - The clients address
 - A brief description and scope of the services(s) and the dates the services were provided.

2.4.2 COST PROPOSAL*

- Estimated proposed solution costs (total and breakdown): project management, technicians, hardware, installation, ongoing maintenance costs, licensing, and additional costs
- The proposed solution must not exceed \$1,400,000.00.
- See options in Additional Information Section 2.5 for consideration.

2.3 ADDITIONAL INFORMATION*

- a) If the vendor were provided further funding on top of the \$1,400,000.00 what services, or geographic areas, in addition to the one described within could be completed by Dec. 28th, 2020.
 - a. Please provide a cost total and breakdown for each additional service(s) and/or area(s) the vendor could complete.
- b) The vendor should provide a total cost and breakdown of the costs to maintain and sustain the system after installed for the following intervals:
 - a. 6 months
 - b. 12 months
 - c. 18 months
- c) The City of Dayton is looking for a vendor who a can be a long-term partner who can continue to work with the City after installation of the system.
 - a. If the vendor is unable to complete the services described, then the vendor should describe how much of the services they can complete within the proposed deadline of Dec. 28th, 2020 and that does not exceed budget of \$1,400,000.00.
 - b. Vendors must still complete all other required sections listed in the Vendor Responses section.
- d) The City of Dayton reserves the right to award to multiple vendors and reserves the right to negotiate more or less services depending on funding and availability.
- e) This NOFO shall be in accordance with Appendix I to 2 C.F.R. §200 and will be governed in accordance to the necessary requirements therein. These requirements can be found at: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=354bb0c48dbda5da6b2d247191d7b618&mc=true&n=pt2.1.200&r=PART&ty=HTML#ap2.1.200_1521.i
 - a. Particular attention should be paid attention to the sections regarding Cost Sharing and SAM.

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) *In this NOFO, the City encourages the use of federally certified/experienced DBE's. Provide your DBE plan and Firm information with your submittal.*

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). It is encouraged that the selected Firm 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). For the purposes of this contract, a temporary allowance will be put in the system noting the exclusion if it is needed. 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/or exclusion, with the HRC may result in difficulty of contract and payment due to financial system requirement; therefore, although this is not a requirement; it is a recommendation. . AAA certification must be updated annually via citybots.com. **Although this section is not mandatory- it is encouraged to assist the City in its efforts to encourage diversity and inclusion.**

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

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2021, whichever date is earlier ("Original Term").

ARTICLE 2. SERVICES TO BE PERFORMED BY FIRM

Firm 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

Firm 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 Firm, 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

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

Firm 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 Firm and its agents, employees, Firms, sub-Firms 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, Firm 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) Firm 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 Firm 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. Firm 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 Firm as part of the Services shall become the sole and exclusive property of the City upon payment. However, Firm shall have the unrestricted right to their use.

Firm 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 Firm.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Firm to perform in accordance with the terms of this Agreement. Firm 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 Firm. In the event of termination by the City hereunder, the City will pay Firm 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 Firm 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 Firm 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, Firms, sub-Firms 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 Firm and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Firm 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 Firm from receiving future City contracts.

E. WAIVER

A waiver by the City or Firm 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 FIRM

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

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

H. ASSIGNMENT

Firm 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 Firm from employing independent Firms, associates, and subfirms 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 Firm.

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

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

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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?agreement=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- **NOT APPLICABLE FOR THIS AGREEMENT**

“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 X Not Applicable (“N/A”) _____



City of Dayton, Ohio
 Department of Public Works
 Broadband Equity and Inclusion Pilot Project
 RFP No. 20-015PWCE
 September 2020

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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EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for NOFO 20-015PWCE. Do not use the City of Dayton as a reference.

Name of Proposing Company: _____

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: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



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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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