



DAYTON

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

**SANITARY COLLECTION SYSTEM MASTER PLAN AND MODEL UPDATE
10% SBE PEP GOAL**

REQUEST FOR PROPOSALS (RFP) No. 24-044WTWE

August 2024

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SECTION 1 – PROPOSAL INSTRUCTIONS

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

City of Dayton, Department of Water, Division of Water Engineering
Nick Dailey
320 W. Monument Avenue
Dayton, Ohio 45402
Telephone: (937) 333-1839
Fax: (937) 333-6768
E-Mail: Nick.Dailey@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:	August 8, 2024
Notify City of Intent to Attend Pre-Proposal Meeting	3:00 PM local (Dayton OH) time on August 23, 2024
Pre-Proposal Meeting:	Meeting will be on Microsoft Teams. A link will be provided once notification of intent to attend is received. The meeting will be held at 1:00 PM local (Dayton OH) time on August 28, 2024.
Last Day to Submit Questions:	12:00 PM local (Dayton OH) time on September 6, 2024
Written Responses to Questions:	September 13, 2024
Due Date for Proposals:	2:00 PM local (Dayton OH) time on September 23, 2024
Contractor is Selected:	Anticipated by October 2024
Contract is Awarded:	Anticipated by November 2024
Notice to Proceed Issued:	Anticipated by January 2025

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

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

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than 2 persons. Contractors shall notify Jane Brooks at Jane.Brooks@daytonohio.gov by the time and date specified above if they will be attending the Pre-Proposal meeting and how many people will attend.

1.04 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to this RFP 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 documents require multiple emails, please designate in the "Subject" line of each email sent: RFP No 24-044WTWE Sanitary Collection System Master Plan and Model Update Part 1, RFP No 24-044WTWE Sanitary Collection System Master Plan and Model Update Part 2, and so forth.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/82570327546?pwd=WE4xyTIRIO3xi9EIRkdQbGvlchJZGr.1>

Meeting ID: 825 7032 7546

Passcode: 776537

Electronic proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by 2:00 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.

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.

1.05 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included within the proposal. 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.**

Evaluation Criteria for Goods and Services		
Item	Description	Points Possible
1	Qualifications of Firm and Previous Experience	25
2	Key Personnel and Project Team	20
3	Technical Approach	30
4	References	10
5	Schedule and Fee	10
6	Dayton Local Business	5
	Total Points	100

1.08 EVALUATION CRITERIA EXPLANATION

1. Qualification of Firm and Previous Experience:

Consultant and each of its proposed sub-consultants for this contract shall provide a narrative of prior experience within the past three (3) years and qualifications in sanitary master plan development and hydraulic modeling. Provide a list of projects (including dates of each project, project budget, and scope of work) that the consulting firm (and all proposed sub-consultants) completed and/or had substantial involvement. Include a description of the work performed, identify the percentage of the total project completed (and each sub-consultant) and any special practices that were implemented to assist your clients to achieve their goals. Provide the names of the individuals that were assigned to the projects described and state if those individuals are proposed for this contract.

2. Key Personnel and Project Team:

Provide a graphic and narrative description of the organizational structure for the provision of services to the Division of Water Engineering, specifically outlining everyone's primary responsibilities, areas of expertise, and services to be provided. The overall project manager, engineer(s), and other individuals who will be assigned to coordinate the activities of the respective firms and key project staff members must be identified. Provide the professional qualifications and experience (a resume may be sufficient) within the past ten (10) years for all individuals identified for engagement, as well as a narrative description of specific similar project experience and competence. Resumes of firm principals are not required unless they are proposed as active, integral members of the project team. They should, however, be listed on the organizational graphic in relation to the project team.

3. Technical Approach:

Consultant shall provide details on how the project tasks will be achieved as outlined in the project scope. Consultant shall provide a detailed explanation on company policy regarding deliverables and processes in place to review all information prior to submitting to the Division of Water Engineering. Focus should be given to both the Sanitary Master Plan and the Hydraulic Modeling tasks. Any additional project related QA/QC measures should be identified within this section. Consultant will have responsibility to provide all deliverables identified within this RFP.

4. References (Exhibit B):

Provide the name, address, and telephone number of at least (3) sanitary master plan and hydraulic modeling clients that are familiar with the quality of work performed by you of similar nature. The references provided must be able to attest to your firm's personnel knowledge in performing sanitary master plans and/or hydraulic modeling.

5. Schedule and Fee:

Consultant shall provide a schedule and fee based on the items provided within the scope. Fee will be utilized to rank consultants for this item. Breakout fee based on the scope of work. At a minimum, breakout project costs based on tasks outlined in the scope of work. Fee will be scored with the lowest total cost receiving the full amount of points allowable for the fee portion of scoring. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available.

6. Dayton Local Business:

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

7. PEP Certified Vendor:

If the Prime Consultant is a PEP-certified vendor with the City's Human Relations Council (HRC), the full five (5) points will be awarded.

1.09 MISCELLANEOUS ITEMS.

- All Contractors 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

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Department of Water (“City”) is requesting proposals from Professional Engineering Firms for a Sanitary Collection System Master Plan and Model Update. The selected Consultant shall prepare and present a comprehensive 20-year master plan complete with a working hydraulic model to serve as a basis for planning sanitary sewer system improvements, capital improvements, rehabilitation, operational sustainability, and replacement of sewer mains and lift stations.

Major goals of the project:

- Create a master plan and updated hydraulic model to be used by the City for the next 10 years.
- Evaluate available hydraulic models on the market and assist the City in selection.
- Calibrate the selected model based on existing wet and dry weather flow data and additional accumulated flow data through the City’s contract with Xylem.
- Analyze and identify problematic areas in the sanitary sewer system including surcharged manholes, sewer overflows, overflows at pump stations, low velocity sewers and excessive plant influent flow.
- Analyze the impact of rainfall intensity and seasonal groundwater conditions on inflow and infiltration (I & I).
- Quantify and qualify the impact of I & I. Rainfall derived infiltration and inflow (RDII) will be compared to the 2008 Master Plan to determine how improvements have impacted I & I throughout the collection system.
- Evaluate the potential for real time controls within the collection system and where they could be located.
- Evaluate the need for real time flow monitoring, weather data, and rain gauges. Data collected must be actionable and provide valuable information for the operation, maintenance, and regulatory requirements associated with the collection system and the reclamation facility.
- Simulate future growth and development and the resulting effects on existing and future sewers, pump stations, equalization basins, and water reclamation facility upgrades.
- Develop Capacity Request Process for new residential, commercial, and industrial sites.
- Evaluate available Capital Planning Tools in the marketplace that utilize condition assessments, consequence of failure, and risk modeling using machine learning or artificial intelligence to assist the City in determining if such a tool would prove valuable for implementation of the master plan recommendations.
- Update asset risk scores with the results of the updated hydraulic model. Provide new risk scores for all collection system assets (e.g., pump stations and sewers) for the development of the 20-year CIP.
- Evaluate, perform alternative analysis, develop scopes, and develop budgetary costs for the following:
 - Capacity constraints along Riverside Drive
 - Capacity constraints in the area of Xenia and Pritz and Russet Avenue.
 - Capacity constraints along DeWeese Parkway
 - Capacity constraint at Cornell Drive siphons
 - Completion of parallel interceptor from Floral Avenue to Deeds Point siphon, and from Deeds Point siphon to the Embury Park siphon.
 - Completion of the parallel interceptor into Broadway Pump Station versus construction of tunnel to the Water Reclamation Facility.

2.02 BACKGROUND INFORMATION. The City is located at the crossroads of America, where I-75 north/south meets I-70 east/west and is best known as the Birthplace of Aviation. With over 140,000 residents, the City is investing for the future while providing high-quality services to residents, neighborhoods, and business. In 2008, the City and Montgomery County completed a joint Sanitary Sewer Master Plan, which was completed by Metcalf & Eddy. The City is seeking a consultant to provide an updated Sanitary Master Plan and Hydraulic Model for the Dayton Service Area.

The City of Dayton Service Area for this updated Master Plan includes all parts of Dayton within the City of Dayton's Wastewater Treatment Plant Facility Planning Area ("Facility Planning Area"). The City's Water Reclamation Facility (WRF) at 2800 Guthrie Road receives wastewater from most of the City, Clayton, Oakwood, Trotwood, and Montgomery County's entire North Drainage Basin. The WRF has a design capacity of 72 MGD, with an average daily flow in 2023 of approximately 42 MGD and a peak daily flow in 2023 of 131 MGD. The Broadway Pump Station serves as the beginning of the WRF's responsibility with 80-90% of the collection system upstream of the pump station. The Division of Water Utility Field Operations (WUFO) maintains approximately 765 miles of sanitary sewer mains and 13 pump stations within the collection system. Lastly, Montgomery County's Wastewater Treatment Plants at 1802 Founders Drive (Eastern Regional WWTP) and 4111 Hydraulic Road (Western Regional WWTP) receive a small percentage of wastewater from the City.

The Sanitary Sewer Master Plan, which was completed by Metcalf & Eddy, will be provided to the selected consultant. The hydraulic model developed as part of the Sanitary System Master Plan will also be provided. The WRF also completed a Facility Master Plan in 2016 and portions applicable to this scope of work will be provided as necessary. The Department of Water currently has thirty (30) flow meters, four (4) rain gauges, and one (1) weather station located within the collection system. In addition, flow meters have been relocated over time, so there are 40 deactivated flow meter sites which can provide additional data. These sensors have been in place for roughly a decade and the data will be provided to the consultant for model calibration and master plan development.

The City developed the existing Innowyze InfoWorks hydraulic model (model) in conjunction with the Montgomery County Sanitary Department as part of the Sanitary Sewer Master Plan completed in 2008. The selected consultant will be provided with a copy of the existing model. The Innowyze InfoWorks software license will not be provided by the City. The selected consultant must provide their own license, if necessary.

2.03 SCOPE OF WORK. The primary objective of this master plan is to develop a 20-year capital improvement plan based on updated asset risk scores from the dynamic, hydraulic computer model of the overall City sanitary sewer system, including all pump stations, force mains, and gravity sewers. The scope of work shall include, but not be limited to the following:

A. Project Management and Administration

1. Project Administration: The selected Consultant shall perform general administrative duties associated with the project, including progress monitoring, scheduling, general correspondences, office administration, and invoicing.
2. Project Manager: The selected Consultant shall assign a Project Manager to directly oversee the project. If the initial Project Manager must leave the Project, the City shall be given the right to review the credentials for the proposed replacement for the Project Manager. Any new Project Manager must be approved by the City.

3. Schedule: The selected Consultant shall prepare and submit for approval an initial schedule with the critical milestones for the major tasks involved. The schedule will be presented at the kick-off meeting and updated at least monthly.
4. Kick-off Meeting: The selected Consultant shall facilitate a kick-off meeting within four weeks of contract execution. The meeting shall include key personnel from the City and the Consultant. The Consultant shall prepare an agenda and issue minutes for the meeting. The meeting should include but not be limited to:
 - a. Introduction of Team Members
 - b. Summarizing Project Scope, Schedule, and Key Milestones
 - c. Developing a list of data needs required from the City as well as the date required
 - d. Proposed format for reports and invoices
 - e. Developing communication protocols
 - f. Developing protocols and procedures for any field reconnaissance activities
 - g. Scheduling Monthly Progress Meetings
5. Monthly Progress Reports and Invoices: The selected Consultant shall prepare and submit progress reports to the City monthly. The progress reports shall include a brief description of the work performed in the preceding month, the work planned for the coming month, and an updated project work schedule. The report shall indicate the status of each activity shown on the schedule and estimate the percent completion of on-going activities. The report shall address data needs and list any problems or unresolved issues.
6. Monthly Progress and Planning Meetings: The selected Consultant shall schedule and preside over progress meetings with City personnel to discuss the monthly progress report. The selected Consultant shall prepare agenda and issue meeting minutes. Draft meeting minutes shall be issued no later than seven (7) days following the meeting.
7. Report Meetings: The selected Consultant shall schedule and preside over 3 meetings with City personnel to discuss the draft and final Sanitary Sewer Master Plan report. These can take the place of Monthly Progress Meetings but should be accounted for in the proposed fee.
8. Cloud-based Storage: The selected Consultant shall provide a secure Cloud-based platform to store all project information, data, documents, etc. The platform shall be secure and require a unique username and password for only approved staff members to access. All hard copies of documents shall remain within the United States.

Deliverables:

- Schedule – Initial schedule and updated versions as needed
- Kickoff meeting agenda and meeting minutes
- Monthly progress reports and invoices
- Monthly progress meeting agendas and meeting minutes
- Report meeting agendas and meeting minutes

B. Data Collection & Review

The selected Consultant shall prepare and provide an initial list of data needs to the City. The selected Consultant shall review information and data provided by the City including but not limited to:

1. Previous Studies: The City has master plans that have been developed in the past. The selected Consultant shall review the findings of these reports and review with the City as

to how they have been implemented. The reports include applicable sections of the “WRF Master Plan” (2019), “City of Dayton and Montgomery County Sanitary Sewer System Master Plan and Model” (2008), “Comprehensive Repair/Replacement Program for Sanitary Sewer Lift Stations” (2018), past flow and rainfall infiltration, and past inflow/infiltration (I/I) studies. Upon completion of the review process, the selected Consultant shall identify any additional information needed.

2. Capital Improvements: The City has completed several sewer lining projects, gravity sewer replacements, and the installation of Phases A & B of the Parallel Interceptor. Phases C & D of the Parallel Interceptor is currently under construction and should be completed by the end of 2024. The selected consultant will be responsible for reviewing the projects completed since the completion of the 2008 Sanitary Master Plan to ensure these are captured within the updated hydraulic Model.
3. Site Visits: Site Visits will be scheduled through City personnel as needed.
4. Mapping: The City has an existing GIS database (manhole locations, sewer depths and inverts) which will be shared with Consultant. The selected Consultant shall collect and review GIS maps, service area maps, maps from the 2008 Sanitary Sewer System Master Plan, and other readily available maps, for inclusion in the updated Sanitary Sewer System Master Plan report and to populate the model. The selected Consultant shall become familiar with the City’s thoroughfares and streets, services areas, boundaries, contours, and facility locations. Information pertaining to the City’s system is included in Exhibit A. The selected Consultant shall provide a review of the integrity of the data supplied by the City and shall notify the City of any data that appears incorrect.
5. Pipeline Data: Information pertaining to the City’s system is included in Exhibit A.
6. Pumping Data: The City has a mixture of hard copy factory curves and field data for the various sanitary pumps within our control. The selected Consultant shall convert all forms of curves to electronic data in a database. All pump curves shall include a minimum of 5 points. Flow vs. TDH, efficiency, RPM, NPSHR, and BHP shall be included. The City will assist the consultant in acquiring necessary pump data and pump station information (wet well dimensions, level sensor settings, etc.) for all facilities owned by the City.
7. Census Data: The selected Consultant shall collect and review census data from the U.S. census bureau for the City back to the year 2010.
8. Water and Sanitary Revenue/Consumption Data: The selected Consultant shall collect and review water and sanitary consumption data for years 2013-present.
9. SCADA Records: The selected Consultant shall collect and review SCADA records from the City as necessary to facilitate the project.
10. Sanitary Operations: The selected Consultant shall interview City personnel on the operations of the collection system and the wastewater treatment plants. The Consultant shall document specific examples of problematic areas in the sanitary sewer system, the effects on the collection and treatment systems, and any interim abatements completed by the City.
11. Sewer Agreements: Copies of Sewer Agreements with Neighboring Communities will be provided for review. These include, but are not limited to, Montgomery County, Oakwood, WPAFB, Riverside, Moraine, and Trotwood.
12. Maintenance records: The City will supply maintenance records for all pipes, lift stations, storage tanks or other assets deemed necessary for the selected Consultant to complete their scope of work.

The selected Consultant shall assist the City to determine what additional data will be necessary to meet the goals in this scope of work.

Deliverables:

- Initial list of needs
- Electronic log listing data requested, collected, and reviewed

C. Flow Monitoring

The selected Consultant shall develop a sanitary sewer flow-monitoring program for collection of data necessary for the model. The City has existing rain gauges, flow monitors, and a weather station currently within the system and the collected data may be used by the selected Consultant.

1. **Initial List of Needs:** The selected Consultant shall develop and submit an initial prioritized list of required data and information to the City, as deemed necessary for completion of the project.
2. **Flow Monitoring:** The City of Dayton currently has a Contract with Xylem for monitoring and maintenance of approximately **30 flow meters, four rain gauges and one weather station**. In addition, flow meters have been located at other locations over the last decade and the associated flow meter data for each location can be provided. The City will make this data available to the selected Consultant. The Consultant will be responsible for providing the necessary analysis and QA/QC to determine the feasibility of using the existing data.
3. **Monitoring Plan:** The selected Consultant shall prepare an initial Monitoring Plan for the study area in the form of a letter report or technical memorandum. The components of the flow-monitoring plan are:
 - a. General criteria for flow monitoring
 - b. Review of City of Dayton Flow monitoring Information.
 - c. Preliminary locations (For Each Basin)
 - d. Final site selection (For Each Basin)
 - e. Equipment selection
 - f. Flow monitoring procedures and documentation (i.e., QA/QC)
 - g. Data Processing
4. **Data Collection:**
 - a. The selected Consultant shall install flow meters and rain gauges as needed throughout the Facility Planning Area, based on a review of the existing data and system layout. There is the potential to utilize the City's existing contract with Xylem to install the flow meters.
 - b. The selected Consultant shall receive and analyze data from all permanent and temporary flow meters and rain gauges.
 - c. The selected Consultant shall set meters to collect data on **15-minute intervals** and to automatically increase data collection rate to **5-minute intervals** when flow rates increase above a pre-determined level (i.e., when rainfalls occur).
 - d. The selected Consultant shall visit each temporary flow meter and rain gauge site on a weekly basis to verify data collection and maintain equipment. For sites that exhibit good maintenance characteristics (i.e., consistent, and reliable data), longer times between site visits may be approved by mutual agreement of the Consultant and the City.
 - e. All flow meters and rain gauges shall be installed for a period sufficient to collect at least **120 calendar days** of data. The Consultant shall notify the City two weeks prior to equipment removal dates to allow the City the opportunity to negotiate additional

data collections days.

5. Data Analysis:

- a. Review Monitoring Data: This shall include monitoring data collected by the City's existing permanent meters or from previous flow studies. The City will provide this data to the Consultant in a mutually agreeable format. The Flow Metering Consultant shall incorporate this data into the analyses described below.
- b. I/I Analysis: The selected Consultant shall perform I/I analysis of all storm data collected to establish an I/I to rainfall relationship. This data will be used to inform the City of any areas of unusually high I/I. The I/I Analysis shall provide the following for each meter site:
 - (1) Total and Net I/I.
 - (2) Rainfall derived I/I Estimate
- c. Rainfall Analysis (Based on land-based rain gauges):
 - (1) Rainfall vs. duration analysis and return frequency calculation.
 - (2) Rainfall statistics for each event.
- d. Dry Weather Flow Analysis (for each meter site): The selected Consultant shall provide data analysis that provides the following as a minimum:
 - (1) Total Peak, Minimum and Average Daily Flow
 - (2) Net Peak, Minimum and Average Daily Flow (if upstream meters exist)
 - (3) Scattergraph analysis of data quality.
- e. Wet Weather Flow Analysis (for each meter site): The selected Consultant shall provide data analysis that provides the following as a minimum:
 - (1) Total and Peak Event Flow and I/I
 - (2) Net Event I/I (if upstream meters exist)
 - (3) Scattergraph analysis of data quality.
- f. The selected Consultant shall utilize rain radar images for the flow monitoring period to calibrate and spatially distribute the rain over the drainage basins.

6. Flow Metering Report: The selected Consultant shall summarize all flow and rain data analyses in a summary report. Appropriate data summaries and hydrograph plots shall be included as necessary to describe data. The selected Consultant shall provide all summarized data in an electronic format. The selected Consultant shall turn over all flow meter data to City at the end of the project in an acceptable electronic format.

Deliverables:

- Flow Metering Report
- All flow meter data

D. Update the Existing Hydraulic Model

The selected Consultant shall evaluate available hydraulic models on the market and assist the City in selection. The Consultant shall work with the City to determine the hydraulic and hydrologic criteria and parameters. This shall include criteria such as, but not limited to, friction factor(s) and antecedent moisture conditions. The Consultant shall compare the latest GIS database to the existing model and identify any discrepancies. The Consultant will develop a plan to resolve any discrepancies found. The selected Consultant shall provide to the City an updated, full-pipe hydraulic model that includes all pipes 8" and larger.

1. Hydraulic Evaluation: The updated model shall evaluate the hydraulic performance for the following tasks:
 - a. Predict the potential for severe surcharging or street flooding.
 - b. Identify bottlenecks within the system.
 - c. Evaluate pump station capacities and operating procedures.
 - d. Identify opportunities to maximize the use of existing inline storage within the collection system. Determine if real time controls can be installed to assist inline storage potential.
 - e. Maximize the system's capacity to deliver flows to the Water Reclamation Facility.
 - f. Evaluate flow contributions to pump stations that receive flow from the City drainage areas.
2. Model Calibration and Adjustments: The selected Consultant shall conduct calibration runs until the model meets the existing operating conditions for a steady-state winter run and a steady-state summer run. The selected Consultant and the City shall define tolerances prior to calibration. Field-testing shall be done prior to calibration to validate the model. The selected Consultant shall adjust the model to bring the model into calibration. The selected Consultant shall advise the City prior to making any adjustments for the City's input. The selected Consultant shall submit a memorandum for record purposes on calibration efforts.
3. Calibration of Model using data obtained during the flow monitoring period: The selected Consultant shall calibrate the Model with the following requirements:
 - a. Review Flow Monitoring Data: Prior to the calibration of the model, the selected Consultant shall analyze the flow data to identify periods of time with questionable flow data. Data during periods of dry weather flow will be used to calculate diurnal flow patterns for each flow monitor. Periods of time showing wet weather responses in the flow data will be identified to determine potential wet weather calibration events.
 - b. Dry Weather Calibration: The diurnal dry weather flow calculated for each flow monitor during the flow monitoring data review process shall be divided between the subcatchments contributory to each flow monitor and entered in the model. The flow shall be allocated on a subcatchment area basis. A two-day dry weather simulation will then be run to ensure that the dry weather flow was properly allocated.
 - c. Wet Weather Calibration: During the wet weather calibration of the model, 2-3 rainfall events occurring during the flow monitoring period will be used to calibrate the model. For each flow monitoring location for which there is usable flow data for the calibration event, monitored and modeled peak flow rates and wet weather volumes will be compared. The parameters of the hydrologic model will be adjusted until the difference between the monitored and modeled values at these flow monitoring locations is deemed to be reasonable. Initially, a goal of +/-20% will be used for this purpose. Once the model is calibrated, an additional rainfall event during the flow monitoring period (if available) will be used to verify the calibration.
 - d. Rain Radar: The selected Consultant shall provide a Rain Radar analysis of selected storms to supplement the Rain Gauge data. The Radar Rain Data Analysis will provide spatial rain data between the land-based gauges to support model calibration.
4. Pump Stations: The selected Consultant shall integrate all pump stations, level, and flow controllers into the model.
5. Model Runs: The selected Consultant shall model actual scenarios using the model after it has been calibrated and validated to identify improvements and to make recommendations in the Sanitary System Master Plan and Model report. Model runs shall

be submitted in a custom report form in the training manual. Four model runs, as selected by the City, shall be used for training purposes.

Model Analysis:

- a. Analyze 10-Year, 25-Year, and 50-Year Design Storms: The model will first be used to analyze how the existing collection system performs during storm events with return periods of 10 years, 25 years, and 50 years. For this analysis, synthetic rainfall hyetographs will be developed for design storms with return periods of 10 years, 25 years, and 50 years. The duration of the model design storm will be determined by analysis of the drainage area characteristics. The analysis shall, at a minimum, take into consideration current industry best practice and methodologies, as well as anticipated changes to regulatory requirements that would impact the use of the model as a predictive tool. The calibrated model will be used to simulate these storms to predict the resulting wet weather response. Peak flow rates at critical points within the system will be summarized. Reaches of the collection system that become surcharged during the design storm events will be identified. In addition, as part of this task, a critical freeboard level will be set (with freeboard defined as the difference between the ground surface elevation and the peak HGL during an event). This value will correspond to the freeboard that needs to be maintained to predict if manhole flooding will occur. Manhole flooding is defined as the HGL reaching the top of the manhole casting. The freeboard results from the three design storm simulations will be compared to this value to determine which reaches of the collection system have the potential for manhole flooding problems during these events. If basement flooding is a concern in some areas, a lower freeboard can be used for planning purposes, however a more detailed field survey would be necessary to accurately identify critical basement elevations.
- b. Identify Existing Capacity Thresholds: The model will then be used to establish the actual capacity of the existing collection system. This will be accomplished by running a series of simulations for design storms with return periods of less than 10 years. The results of these simulations, along with the results from the previous design storm simulations, will be used to establish the following values for each sewer reach represented in the model: (1) the size of storm that causes the sewer reach to become surcharged, and (2) the size of storm that causes the freeboard level for the sewer reach to fall below the critical level.

Deliverables:

- Recommendation on pipe size to be modeled
- Hydraulic Model

E. Develop a 20 Year Master Plan and Capital Improvement Recommendations

The selected Consultant shall create a 20-year master plan based on the updated asset risk scores using the results of the hydraulic model for the City's sanitary system, with maps, charts, graphs, details, and discussion on the various components of each applicable task and the Consultant's findings. The master plan shall focus on near-term and long-term improvements to infrastructure that will optimize the systems operation. The selected Consultant shall make recommendations for physical and strategic improvements in the categories described below.

These shall be planning level recommendations that will lead to specific detailed design projects. Master plan development shall:

1. Provide background information on the City sanitary sewer system.
2. Show maps of the service and agreement areas.
3. Provide a full hydraulic model.
4. Address pump station operations.
5. Review near-term system operation and demand scenarios to identify immediate action requirements. Extended period runs will be applied to ensure that capacity is available on maximum day (which includes peak hour).
6. Review long-term system operation and demand scenarios in a similar fashion to the near-term analyses.
7. Review planned improvements for potential alleviation of immediate action and long-term issues. Develop additional alternatives to remedy both near-term and long-term problems.
8. Evaluate available Capital Planning Tools in the marketplace that utilize condition assessment, consequence of failure, and risk modeling using machine learning or artificial intelligence to assist the City in determining if such a tool would prove valuable for implementation of the master plan recommendations. The City previously used InfoAsset Planner, but no longer maintains a license. Provide a technical memo outlining results of the evaluation and provide a recommendation to the City.
9. Perform detailed evaluation, alternative analysis, develop scopes, and develop budgetary costs for the following projects. These were projects identified in the 2008 Sanitary Master Plan (excluding Cornell Drive) and require an in-depth look to fully understand the scope of work necessary to complete these projects.
 - a. Capacity constraints along Riverside Drive from Siebenthaler Avenue to the interceptor.
 - b. Capacity constraints in the area of Xenia and Pritz and upstream along Russet Avenue.
 - c. Capacity constraints along DeWeese Parkway from Siebenthaler Avenue to the Embury Park siphon.
 - d. Capacity constraint at Cornell Drive siphons at N. Gettysburg Avenue and Wolf Creek.
 - e. Completion of parallel interceptor from Floral Avenue to Deeds Point siphon, and from Deeds Point siphon to the Embury Park siphon.
 - f. Completion of the parallel interceptor into Broadway Pump Station versus construction of tunnel to the Water Reclamation Facility.
10. Conduct a workshop with engineering and operations staff to discuss alternative solutions to remedy both near-term and long-term problems and make recommendations.
11. Compare near-term and long-term alternative components for compatible elements that can logically be staged.
12. Develop staged solutions and test the solutions for intermediate demand conditions, to ensure that solutions are projected to be compatible with system requirements throughout the entire planning period. Include associated planning level cost estimates for each recommended project.
13. Make recommendations for projects that will allow for more efficient operation. Prioritize the recommended projects.

14. Provide operating recommendations to ensure efficient use of existing and proposed facilities.
15. Provide supporting documentation.
16. Include a draft report submitted to the City for review and comments. The consultant shall meet with the City after the report has been received and reviewed.
17. Include a Final Report. The selected Consultant shall meet with the City to discuss and review.
18. Develop Capacity Request Process for new residential, commercial, and industrial sites to assist the City in reviewing and approving future development. Evaluate available software solutions to assist if modeling solution is not sufficient. Determine, with City assistance and discussions, if internal process or public facing solution is the best path forward. A technical memorandum documenting evaluation and recommendations shall be provided. If an internal process is selected, the process shall be documented in a Standard Operating Procedure to be used by the City.

Deliverables:

- Technical Memo on Capital Planning Tool Evaluation
- Technical Memo on Capacity Request Process
- 20-Year Sanitary System Master Plan (including detailed evaluations a. thru f.)
- Meeting/Presentation of 20-Year Sanitary Master Plan (can be part of a monthly progress meeting, rather than a separate meeting)

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.

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 City and shall terminate upon expenditure of all funds provided herein or on MONTH, DAY, YEAR, whichever date is earlier. The Agreement shall be renewable for “x” number of “x”-year optional periods at the discretion of the City.

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, and 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 AND LIABILITY

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, in both individual and official capacities, from and against all claims, damages, losses, expenses, direct, indirect or consequential arising out of or resulting from any work or services provided under this Agreement, including but not limited to personal injury, property damage, and loss of data, theft of data, and contamination from malware or computer viruses, this includes damages to third parties.

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. CYBERSECURITY REQUIREMENTS

7.1.1. Vendor shall implement and maintain a comprehensive cybersecurity program that adheres to a recognized cybersecurity framework as well as maintain a Cyber Insurance policy. Recognized frameworks include, but are not limited to, the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), the Cybersecurity Maturity Model Certification (CMMC), or the ISO/IEC 27001 standard.

7.1.2. Vendor's cybersecurity program shall address the following areas, at a minimum:

- **Security Policies and Procedures:** Documented policies and procedures for managing cybersecurity risks.
- **Risk Management:** A process for identifying, assessing, and mitigating cybersecurity risks.
- **Access Controls:** Implementing strong access controls to restrict access to systems and data based on the principle of least privilege.
- **Data Security:** Controls to protect the confidentiality, integrity, and availability of data, including encryption at rest and in transit.
- **Incident Response:** A documented incident response plan to address cybersecurity incidents effectively.
- **Vulnerability Management:** A process for identifying, assessing, and patching vulnerabilities in systems and software.
- **Security Awareness and Training:** Security awareness training for employees on cybersecurity best practices.

7.1.3. Vendor shall provide The City of Dayton with a copy of its chosen cybersecurity framework and a description of how the program aligns with the chosen framework's core functions or controls.

7.1.4. The City of Dayton reserves the right to request additional information regarding Vendor's cybersecurity program, including security questionnaires, penetration testing reports, or other relevant documentation.

7.1.5. Vendor shall promptly notify The City of Dayton within 24 hours of any material changes to its cybersecurity program or the chosen framework.

7.2. Security Incidents

7.2.1. Vendor shall promptly notify The City of Dayton of any security incidents or breaches that could impact The City of Dayton's systems or data. All notifications must take place within the initial 12 hours of discovery.

7.2.2. Vendor shall cooperate with The City of Dayton in investigating and responding to any security incidents.

7.2.3. Vendor shall take all necessary steps to mitigate the impact of any security incidents and prevent recurrence.

7.3. Confidentiality

7.3.1. Vendor agrees to hold in confidence all Confidential Information (as defined below) of The City of Dayton, and to use such Confidential Information only for the purpose of performing the Services under this Contract.

7.3.2. "Confidential Information" includes all information disclosed by The City of Dayton to Vendor, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential by its nature.

7.3.3 All Confidential Information shall be stored on North American servers. If these servers are cloud servers, they must maintain SOC2 compliance.

7.4 Subcontractors

Vendor agrees that any subcontractors that it uses to perform or assist in performing any work under this Agreement shall be bound by these vendor requirements.

ARTICLE 8. 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) Vendor shall be required to obtain a Performance bond, at Vendor's expense, in an amount not less than \$50,000. Said bond is to be delivered to the Manager of Accounting and Treasury prior to the beginning date of contract.
- (6) Vendor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.
- (7) Vendor shall maintain cyber security including but not limited to data privacy and data restoration coverages. Said cyber policy shall have an annual per claim limit of \$5 Million and an aggregate limit of no less than \$1 Million. Said policy shall identify City as an additional insured and/or codefendant basis. This coverage shall insure all acts, errors, omissions, negligence, infringement of intellectual property, and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) related to the services under this Agreement, and everything incidental thereto.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Vendor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Vendor's legal liability and to 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. In the event of a claim, Vendor shall make copies of applicable insurance policies available for review by the City. Updated versions of the certificates of insurance shall be provided to the City upon the Vendor's renewal and/or replacement of said polic(ies).

Vendor 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 9. 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 10. 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 11. 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 subcontractors 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 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 Water
 Sanitary Collection System Master Plan And Model Update
 RFP No 24-044WTWE
 August 2024

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



City of Dayton, Ohio
Department of Water
Sanitary Collection System Master Plan And Model Update
RFP No 24-044WTWE
August 2024

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. 24-044WTWE. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Water
Sanitary Collection System Master Plan And Model Update
RFP No 24-044WTWE
August 2024

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 31876-21, 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 31876-21.

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.

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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

CS-25c



PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

Primes Base Bid \$ _____

Name of Project: _____

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: _____

PEP-Certified Firm's Tax ID#: _____

Scope of Work to Be Performed by Certified Firm: _____

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Firm for the Work Described:
Total Bid	\$ _____	% _____	\$ _____
Materials	\$ _____	% _____	\$ Amount to Be Paid to This PEP
Labor	\$ _____	% _____	\$ _____

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)

(Printed Name of Bidder/Proposer's Authorized Agent)

_____ (Date)
(Title of Bidder/Proposer's Authorized Agent)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.



PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. **Bidders/Proposers will**

receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner:

(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

% SBE	% MBE	% WBE	% DLSB
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participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived: *(Check all that apply.)*

- SBE
 MBE
 WBE
 DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

(Signature of Bidder/Offerer's Authorized Agent)

(Name of Bidder/Proposer's Firm)

(Printed Name of Bidder/Offerer's Authorized Agent)

(Title of Bidder/Offerer's Authorized Agent)

(Date)