

CITY OF DAYTON, OHIO

AD #003/16 & 03/23

INVITATION FOR BID
IFB No. 21017D

Division of Procurement
Room 514, CITY HALL
101 W. Third St.
DAYTON, OHIO 45402

19,500 LB GVW DUMP TRUCK

For Further Information Contact:

Donita Jo Garner
Room 514, CITY HALL
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4035
Fax No. 937-234-1600

Date: March 16, 2021

Melissa A. Wilson, CPPB
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO bids@daytonohio.gov
NO LATER THAN: **11:30 A.M. local (Dayton OH) on April 20, 2021**

User Agency: Department of Water; Division of Water Utility Field Operations
Req Number(s): WT1WW112

Your electronic PDF bid is requested for the following: To establish a firm price for 19,500 LB GVW Dump Truck

For additional information on this IFB, please contact the Division of Procurement, Donita Jo Garner at (937) 333-4035.

A copy of this bid may be found on the City's Website at: <http://www.daytonohio.gov/bids.aspx>

All Vendors must submit a current copy of their W-9 with the Bid. If you have not registered with the City of Dayton, please complete and submit your complete Vendor Application form. Forms must be on file with the City of Dayton before any Purchase Order or contract can be awarded with your company.

Forms can be found on the City of Dayton's website at: <http://www.daytonohio.gov/781/Doing-Business-With-the-City-of-Dayton>

Submit one (1) signed original PDF of bid to bids@daytonohio.gov with IFB number in "Subject" line. All supplemental documentation shall be included with the original.

BIDDER IS REQUESTED TO USE THE CITY'S BID FORM ENCLOSED AS NONE OTHER WILL BE ACCEPTED.

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by contacting the Procurement office and will be available online once the award has been made.

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

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Dayton is exempt from payment of federal excise taxes and state retail sales taxes (Ohio Vendor's License No. 57-15847).

Multi-year orders are valid only if funds are available in succeeding years.

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Dayton reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which in the judgment of proper officials, is to the best interest of the City.

The City of Dayton reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list. We are not permitted to accept telephone bids or Fax bids.

BIDDERS PLEASE NOTE: Your signed equal opportunity "Affirmative Action Assurance" form (available at Human Relations Council, 371 W. Second St., Suite 100, Dayton, Ohio 45402--Phone No. 937-333-1403) must be on file with the City of Dayton before an order or contract can be issued.

Please complete and return promptly to the Human Relations Council.

BID TO THE CITY OF DAYTON, OHIO

DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: bids@daytonohio.gov

Date: _____

Buyer: Donita Jo Garner Voice (937) 333-4035

I.F.B. No. 21017D

Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.

ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE
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19,500 LB GVW DUMP TRUCK

(Per Specifications Attached)

1. 1	Each		19,500 LB GVW Dump Truck Condition: New	\$_____ /each
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Model Year: _____

Mfr., Make, and Model bid: _____

Please specify the warranty period and coverage: _____

Delivery Date: _____ days after receipt of order.

Is pricing associated with any Cooperative Purchasing Program? YES [] NO []

IF YES, please provide name and contract number of the Cooperative Purchasing Program.

BIDDER SHALL PROVIDE ALL PRODUCT SUMMARY AND SPECIFICATIONS RELATED TO PRODUCT(S) AND MANUFACTURER'S WARRANTY LISTED BELOW WITH YOUR COMPANY'S BID RESPONSE.

BIDDER IS REQUESTED TO USE THE CITY'S BID FORM ENCLOSED AS NONE OTHER WILL BE ACCEPTED.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF DAYTON SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

"I certify the bidding 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

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: _____% 10th Proximo.
Leave blank if your terms are Net 30 Days.

Delivery will be made within _____ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within **90** calendar days after bid opening unless otherwise stated.

Bidding Company _____

Address : _____

City State Zip Code

Email address to send Purchase Order to: _____

By: _____
(Please Print or Type) Name and Title

Signature: _____

Phone No. _____ /FED. ID# _____

Fax No. _____

BID TO THE CITY OF DAYTON, OHIO
DIVISION OF PROCUREMENT
FAX NO. (937) 234-1600
E-MAIL TO: bids@daytonohio.gov

Date: _____

Buyer: Donita Jo Garner Voice (937) 333-4035

I.F.B. No. 21017D

Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.

ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE
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OPTIONAL EQUIPMENT LISTED BELOW TO BE PRICED AS INSTALLED

City may elect to purchase any options listed below.

Options selected shall be installed by the Bidder or Bidder's representative

2.	1	Each	Backup Camera System	\$_____ /each
			Option Code _____	

MANUALS

Set of Manufacturer's service manuals complete with wiring diagrams, and electronics diagnosis sections. Please specify whether manuals are in paperback form or on CD.

3.	1	Set	Service Manuals	\$_____ /per set
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Type of Service Manuals Bid:

BID DOCUMENT

All bid shall be submitted as PDF via electronic submission to bids@daytonohio.gov. The City's email size can only accept 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should the bid document be larger than this size your company will have to submit bid in several email documents. Should the bid be submitted in multiple parts please designate in the "Subject", your bid response as multiple "Parts", i.e. IFB No. 21017D Part 1, IFB No. 21017D Part 2, etc.

BID OPENING

The bid opening will be using ZOOM and the login information is:

Topic: Bid Opening- April 20, 2021 Time: 11:30 A.M. Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83562683341>

Meeting ID: 835 6268 3341

One tap mobile

+19294362866,,83562683341# US (New York)

+13017158592,,83562683341# US (Washington DC)

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+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: 835 6268 3341

Find your local number:

<https://us02web.zoom.us/j/83562683341>

Bidding Company: _____

BID TO THE CITY OF DAYTON, OHIO

DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

Date: _____

Buyer: Donita Jo Garner Voice (937) 333-4035

IFB No. 21017D

Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.

DESCRIPTION

Statement of Equipment Option(s) - additions and/or deductions that are available to the City of Dayton but are not included in pricing stated above: Provide a detailed description and pricing, if appropriate, of equipment option(s) available that is offered but not listed in Specifications attached. All options listed must be acceptable for product(s) and/or service(s) requested in this bid.

*Use the area below to note any alternatives to the equipment specified and pricing associated with each equipment option. IF, additional equipment is required and/or must be purchased in conjunction with alternative or optional equipment, it must be specified at time of bid. Use additional pages if necessary.

Bidding Company: _____



City of Dayton, Ohio
Invitation For Bid (IFB) No. 21017D
19,500 LB. GVW DUMP TRUCK

REFERENCES FOR BIDDING COMPANY

Name of Bidding Company: _____

Names, addresses, and telephone numbers for at least three references presently or previously served by your firm for IFB No. 21017D. 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

Specifications For a

19,500 LB. GVW DUMP TRUCK

Bidding Company Name: _____

**SPECIFICATIONS
FOR A
19,500 LB. GVW DUMP TRUCK**

It is the intent of these specifications to describe a diesel powered conventional truck chassis rated at a minimum of 19,500 pounds GVW to be equipped with a heavy-duty dump bed.

By offering a bid to the city of Dayton ("City"), the bidder represents that all equipment furnished and/or used in the manufacture and production of the products bid is new and unused and of the first quality. The bidder assumes responsibility for the combination of components including the general design, construction, weight distribution and fitness for use by the City of Dayton, Division of Water Distribution in its operations.

Bids submitted shall include a response on each and every entry blank provided in this specification with appropriate descriptions and explanations of the make, model, nature and type of equipment bid to be furnished and installed. Failure to respond to each entry blank or to adequately provide such descriptions and explanations may serve as the basis for rejection of (a) bid(s).

The omission of any standard feature description shall not alleviate the bidder from the responsibility of furnishing a complete unit with all standard components and functionalities of the manufacturer's latest improved model in current production.

The silence of these specifications as to any details, or the omission from them of a detailed description concerning any point shall be regarded as meaning that only quality material of the correct type, size and design shall be used. All workmanship is to be of first quality. All interpretations of these specifications shall be made upon the basis of these statements.

These specifications define the minimum acceptable standards. If the proposed manufacturer's standard products do not fully comply with these specifications, but can be satisfy the minimum specifications by modification, such modifications must be stated in writing and submitted as part of the bid.

The successful bidder shall provide for local warranty service for all components provided and/ or installed by the bidder to compete the specified unit. Local warrant service is to be within 75 miles of the City of Dayton. Bidder shall furnish names of companies and person(s) to be contacted for warranty service. Acceptance of warranty offered shall be subject to approval of the City's Fleet Manager. Warranty is an important factor of consideration in the City's determination of the lowest and best bid.

It shall also be the successful bidder's responsibility to advise the Manager of the Dayton's Division of Fleet Management of any and all deviation(s) from the bid(s) submitted as discovered in production or through the inspection of the various components prior to assembly.

It shall also be the successful bidder's responsibility to furnish a completed unit that will comply with all Federal, State and Local requirements governing design, noise levels, brakes, lights and safety features and any other applicable, regulated standard.

Bidding Company Name: _____

DELIVERY

F.O.B. Terms are destination. The successful bidder shall assume responsibility for, but is not limited in its responsibility to, coordinate transportation, insure all components of the complete unit while in transport and until delivered to the City of Dayton.

The unit shall be delivered to the City of Dayton, Division of Fleet Management, 1010 Ottawa Street, Dayton, Ohio 45402. Federal Excise and Ohio Sales Tax Exemptions will be furnished to the successful bidder upon request. Line or production sheet shall be furnished at time of delivery.

Bidding Company Name: _____

**SPECIFICATIONS
FOR A
19,500 LB GVW
CONVENTIONAL TRUCK CHASSIS**

NOTICE TO ALL BIDDERS

It is required of all Bidders to respond in detail to each paragraph of this specification in the spaces provided. Failure to do so may be grounds for rejection of bid from consideration. Responses such as: 'Per attached specifications, see attached literature, as specified, meets specifications,' etc. shall not be considered adequate responses by the City and, therefore, may cause bid rejection.

TYPE:

Conventional type, truck chassis suitable for use with a heavy-duty dump bed and a plate type trailer hitch.

Make and model of unit bid: _____

If no, state exception:

GVW

Minimum **19,500** pound GVW rating

GVW rating of unit bid _____

C.A. DIMENSION & WHEEL BASE:

The chassis shall be suitable for mounting a minimum 8 foot dump bed and have a minimum **60 inch C.A.** or as required for the arrangement and configuration of the equipment bid.

C.A. dimension of unit bid _____

Wheel base of unit bid _____

FRAME

The frame rails shall be preferably of the single rail type. Frame rails reinforced by the addition of an inner or outer liner must have the liner extend from the front of the front spring rear hanger to the rear of the rear spring rear hanger (other frame and reinforcement arrangements may be considered based on application and R.B.M.). The frame bid shall provide for a minimum RBM of 360,000 inch pounds. In addition, the frame shall be equipped with front tow hooks.

Bidding Company Name: _____

NOTE: May be used to determine best bid.

Description of frame bid including configuration, type or reinforcement, tensile strength, section modulus, and RBM:

FRONT AXLE, SUSPENSION, & STEERING

The unit bid shall be equipped with the standard front suspension with heavy-duty shock absorbers, stabilizer bar, and power steering.

Comply ____ yes ____ no

Front axle rating of unit bid _____

If no, state exception:

STEERING:

Unit shall be equipped with hydraulic power steering.

Comply ____ yes ____ no

If no, state exception:

Bidding Company Name: _____

REAR AXLE & SUSPENSION

The rear axle and suspension shall be with the standard rear suspension with multi-leaf springs, heavy-duty shock absorbers, and stabilizer. Rear axle ratio shall be approximately **4.3 to 1**.

Comply ____ yes ____ no

Rear axle rating of unit bid _____

Rear axle ratio of unit bid _____

If no, state exception:

ENGINE

Diesel having a minimum of **300** gross B.H.P. and **520** foot pounds torque equipped with the following:

- Full range governor
- Oil filter
- Magnetic drain plug
- Oil level sensor
- Fuel filter
- Heated fuel-water separator
- Engine oil cooler
- Fuel system hand priming pump
- Heavy-duty air cleaner with restriction indicator
- Heavy-duty cooling system with the standard thermostat
- Coolant protection to - 40 F.° using long life coolant
- Silicon cooling system hoses
- Thermostatically controlled clutch fan
- Charge air cooler, if turbo charged
- Electronic throttle control to be used with the PTO
- Automatic shut-down system with override, warning light, and buzzer for high coolant temperature and low oil pressure
- Thermostatically controlled 110-volt engine block heater with a maximum rating of 1000 watts and a receptacle mounted in front bumper

Description, including horsepower, torque and accessories of engine bid:

Bidding Company Name: _____

TRANSMISSION:

The transmission shall be a heavy-duty, minimum 5-speed automatic overdrive with a parking pawl, PTO provision capable of producing 40 H.P., and an auxiliary air to oil cooler.

Description of transmission bid:

TIRES & WHEELS:

The unit shall be equipped with seven (7) minimum size **225/75R19.5F** tires with powder coated steel wheels. The front and spare tires are to be highway type tread design, and the four (4) rear tires to be of an "on and off" highway type tread design.

Description of tires bid:

BRAKES:

Hydraulic power anti-lock brakes with a reserve system and parking brake.

Description of brake system bid:

BATTERY:

Heavy duty dual batteries with a minimum rating of **1400 CCA**

Description of battery bid:

Bidding Company Name: _____

ALTERNATOR:

12 volt with maximum output not less than 220 amps.

Description of alternator bid:

FUEL TANK:

Minimum capacity of 40 gallons; greater capacity preferred, if available.

Fuel tank capacity bid:

Bidding Company Name: _____

INSTRUMENTS AND ACCESSORIES:

The vehicle shall be equipped with all of the standard and/or optional equipment required for proper and safe operation of the unit including the following:

- Instruments: Speedometer, tachometer, engine oil pressure, engine temperature, transmission temperature, voltmeter, engine hour meter, fuel level
- Warning lights: air, oil pressure, coolant temperature, coolant level
- Manufacturers installed air conditioning with high output hot water heater with dual defrosters, fresh air vent with ventilation filter.
- AM/FM/WB radio
- Dual two speed windshield wipers with intermittent wiper and washers
- Cab dome light.
- Break-away type, outside heated rearview mirrors with convex spot mirrors, and adjustable arm mounts
- Dual electric street horns
- Daytime running lights
- Cab roof marker lights
- LED lights where available
- 90 db electronic back up alarm
- Factory installed, integrated trailer brake controller
- Minimum four (4) factory installed accessory switches

Comply ____ yes ____ no

If no, state exception :

INTERIOR:

The unit shall be equipped with the manufacturer’s heavy-duty interior that includes the following:

- Seating for three
- Vinyl seat coverings
- Storage box behind the seat
- Dual sun visors
- Seat belts equipped with retractors
- Heavy-duty door panels
- Neoprene floor coverings
- Ignition and doors keyed the same
- Four (4) sets of keys

Comply ____ yes ____ no

If no, state exception:

Bidding Company Name: _____

PAINT:

The entire cab is to be painted the manufacturer's standard white.

Comply ____ yes ____ no

If no, state exception

RUSTPROOFING/UNDERCOATING:

Complete unit treated by the Ziebart System, or an acceptable equal.

Comply ____ yes ____ no

If no, or other than Ziebart, state exception or name and nature of the process bid.

WARRANTY

Please provide the terms of the chassis manufacturer's standard warranty (May be used to determine the best bid.)

DOCUMENTS:

The chassis manufacturer's standard warranty literature, operator's manual, and the title shall be furnished by the successful bidder at the time of delivery, prior to payment for unit.

Comply ____ yes ____ no

If no, state exception:

Bidding Company Name: _____

CAB STEPS:

Cab steps installed the full length of the cab.

Comply ____ yes ____ no

If no, state exception:

Bidding Company Name: _____

**SPECIFICATIONS
FOR A
HEAVY-DUTY DUMP BODY**

NOTICE TO ALL BIDDERS

It is required of all Bidders to respond in detail to each paragraph of this specification in the spaces provided. Failure to do so may be grounds for rejection of bid from consideration. Responses such as: 'Per attached specifications, see attached literature, as specified, meets specifications,' etc. shall not be considered adequate responses by the City and, therefore, may cause bid rejection.

BODY:

The dump body shall be approximately eight (8) feet in length, and seven (7) feet in width, with 17 inch high sides, and minimum (6) six inch asphalt apron.

The body understructure shall be constructed with one-piece AR-450 Hardox steel, five (5) inch high, structural channel long members welded to minimum 10 gauge, three (3) inch high, cross members on approximately 16 inch centers.

The body shell shall be constructed of a minimum 10 gauge, high tensile strength steel with a one-piece floor constructed of AR-450 Hardox steel. The body floor shall be radiused or angled approximately two (2) inches to the body sides.

The bed sides shall have full-length sloping type rub rails, boxed top rail, oak sideboards, and front, and rear gussets to support the side boards.

Description of Body Bid, including Make, Model and Capacity:

TAILGATE:

The body shall be equipped with a three-panel, minimum 23 inch high, double acting, tailgate constructed of minimum 10 gauge steel. The tailgate shall feature a fully boxed frame, spreader chains at the corners, a coal chute door and a D-ring to be used when installing or removing the tailgate.

A coal chute extension handle shall be installed at the far left side of the tailgate, with the intent that a driver can observe the employee operating the chute from the driver side-view mirror. Location shall be discussed at a pre-build meeting.

Bidding Company Name: _____

Description of the Tailgate Bid:

HOIST:

The body shall be equipped with an NTEA class 20 under body type double acting hoist with minimum five (5) inch diameter hydraulic cylinder. (Weight capacities shall be based on the NTEA stated capacity at the hydraulic system’s maximum pressure with a liquid level, nondiminishing load.) The hoist shall also incorporate a hydraulic down pressure limiter and provide for a full dumping angle of approximately 50°. The body shall be equipped with an OSHA approved body prop and the control panel shall have a warning light to indicate when the body is not fully down.

Description of Hoist Bid:

CAB SHIELD:

The unit shall be equipped with a heavy-duty, full width, minimum one-quarter cab shield. The cab shield shall be constructed of minimum 12 gauge high tensile steel and feature a slotted window aligned with the rear cab window.

Description of Cab Shield Bid:

ASPHALT TARP:

The unit shall be equipped with a heavy-duty automatic asphalt tarp system powered by an electric motor. The tarp material shall have a minimum rating for 400 degrees. The tarp systems shall be DOT compliant, waterproof, and include 12-inch side flaps and a 12-inch tail flap.

Description of Tarp Bid:

Bidding Company Name: _____

CONTROLS:

A control panel shall be mounted on or near the truck's dashboard that provides for all electrical controls, indicator and warning lights. The hydraulic valves shall be operated by bonneted cable controls. The exact placement of cable controls is to be determined at time of award.

Comply ____ yes ____ no

If no, state exception:

COMPARTMENTS:

A heavy-duty storage compartment shall be installed on the right side under the bed and in front of the rear wheels. The compartment shall be watertight and is to be constructed of either 304 stainless steel or aluminum. (Approximate size: 30" x 18" x 18") The compartment latches are to be equipped with key locking, slam action, paddle type locks. The latches and hinges shall be made of stainless steel.

Comply ____ yes ____ no

If no, state exception:

POWER TAKE OFF:

The unit shall be equipped with a hot shift type power take off (PTO) with overspeed protection mounted directly to the transmission. The PTO shall provide for a drive ratio of 1:1, or as required to provide sufficient hydraulic power at lower engine speeds. The PTO shall be equipped for a flange mounted hydraulic pump and splined pump drive. In addition, the PTO shall be controlled through the vehicle's factory installed accessory switch, if available. The PTO control circuit shall incorporate a low oil level shut down system that interrupts power to the PTO in the event of low oil level in the reservoir.

Description of the PTO bid:

Bidding Company Name: _____

HYDRAULIC PUMP:

The unit shall be equipped with an appropriately sized gear type hydraulic pump of proven design and performance mounted directly to the PTO. The pump body shall be of cast iron construction with the largest drive available and SAE parts for suction and pressure that are sized appropriately for the application.

Description of the displacement, flow rating, and shaft size of the hydraulic pump bid

HYDRAULIC RESERVOIR:

The unit shall be equipped with an appropriately sized hydraulic oil reservoir with a ball valve shut-off on the suction port. The reservoir shall be constructed of minimum 10-gauge steel, be internally baffled, and incorporate an externally accessible suction strainer.

HYDRAULIC OIL FILTER:

The hydraulic system shall have an oil return filter rated at 10 microns absolute or less and shall include a by-pass valve and filter condition indicator. The hydraulic filter shall be located so that it may be easily serviced.

Description of hydraulic oil filter bid:

ELECTRICAL SYSTEM:

All of the wiring and lighting components in the following paragraphs shall be abrasion, corrosion, oil and grease resistant cables of sufficient length to make the originating connection in the truck cab or at the standard chassis connection and the terminating connection at the lighting component. In addition, the electrical system for all accessory electrical components shall be in accordance with all accepted practices and procedures used in the construction of new equipment, providing adequate circuit protection and a system that will be watertight and weatherproof.

Comply ____ yes ____ no

Bidding Company Name: _____

If no, state exception:

VEHICLE LIGHTING:

The vehicle’s rear lighting system shall be equipped with LED lights of proven design and performance and comply with all Federal Motor Vehicle Safety Standards. The system shall include brake lights, turn signals, parking, backup and license plate lights (the license plate light may contain an incandescent bulb.)

Comply ____ yes ____ no

If no, state exception:

AMBER WARNING LIGHT SYSTEM:

The vehicle’s amber warning lights shall be supplied by Whelen. The system shall include one (1) L31HAF Class 1 Super-LED beacon with a branch guard installed on the cab roof and two (2) A03ZAR oval Super-LED lights installed with 5GROMMET mounting kits in the rear posts of the dump bed.

Comply ____ yes ____ no

If no, state exception:

TRAILER HITCH:

The chassis shall be equipped with a plate-mounted, 10-ton capacity, pintle hitch and D-rings for safety chains mounted at 17 inches from the bottom of the pintle ring to the ground. An adjustable trailer brake controller shall be installed within easy reach of the driver. A factory installed trailer brake controller is preferred. The trailer lights and electric brake wiring are to be run to a Draw-Tite #18030, or equivalent, 7-way trailer plug mounted next to the hitch.

Comply ____ yes ____ no

Bidding Company Name: _____

If no, state exception:

MUD GUARDS & FENDERS:

The body is to be equipped with mudguards behind and in front of the rear wheels that meet the minimum requirements for the State of Ohio.

Comply ____ yes ____ no

If no, state exception:

PAINT:

All manufactured ferrous equipment attached to the chassis or body that has not been painted during manufacturing shall be sand or media blasted to remove all mill scale, oils, dirt, rust, shipping primer and/or other contaminants from the steel surfaces.

All of the dump body's surfaces shall be prepared with an acrylic E-coat primer that is applied by submerging the body. The bed and any other unpainted items shall be painted gloss black with a high quality polyurethane finish, consisting of approximately 2-3 mils dry film build paint. (High quality powder coating may be substituted for paint.) The underside of the body shall be protected with a rubberized undercoating.

All finished surfaces shall be smooth, shiny, and free of runs, overspray, and/or other defects.

Description of the finish and corrosion warranty bid:

Bidding Company Name: _____

WARRANTY:

Please provide the terms of the warranty for the body components and their installation with minimum one year preferred. (May be used to determine the best bid)

DELIVERY:

The completed unit shall be delivered to the City of Dayton, Division of Fleet Management, 1010 Ottawa Street, Dayton, Ohio 45402. Federal Excise and Ohio Sales Tax Exemptions will be furnished to the successful bidder upon request.

Comply ____ yes ____ no

If no, state exception:

OPTIONS

BACKUP CAMERA SYSTEM

Provide optional pricing to install a back-up camera system.

Description of Back-up Camera System bid and include Manufacturer and Installer.

SERVICE MANUALS

One (1) Set of Manufacturer’s service manuals complete with wiring diagrams, and electronics diagnosis sections. Please specify whether manuals are in paperback form or on CD.

Type of Service Manuals Bid: _____

Bidding Company Name: _____

TERMS AND CONDITIONS

1. **BILLING:** All goods or services must be billed to THE CITY OF DAYTON, OHIO and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with quotation, notify the City of Dayton, Division of Procurement, immediately.
2. **INVOICE:** All invoices must be in duplicate and must be forwarded to the City of Dayton at the address shown on the Purchase Order. Each Purchase Order must be invoiced separately. Invoices for partial shipments will be accepted; final invoice must indicate completion of order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or from receipt of correct and acceptable invoice, whichever is later.
4. **PAYMENTS:** With the award this contract, the successful vendor(s) will be required to receive their payment(s) electronically via a virtual credit card by the City's contracted provider effective 01/01/2019. All fees associated with acceptance of the payment will be the responsibility of the vendor.
5. **F.O.B.:** Destination (City of Dayton, Ohio) with delivery to the specified Department at the specified street address. NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited won a delivered price basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill.
6. **TAXES:** The City of Dayton is exempt from payment of Federal excise taxes and State retail sales taxes. The City of Dayton's Federal Exemption Certificate is No. 31-73-0546K and Ohio Vendor's License No. is 57-15847. The Vendor is responsible for all Social Security taxes and Workers' Compensation contributions for the Vendor or any of the Vendor's employees.
7. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the Purchase Order number, and must not exceed the quantities specified.
8. **CANCELLATION:** The City of Dayton reserves the right to cancel this order by written notice if the Vendor does not fulfill its contractual obligations with respect to timeliness and/or quality.
9. **DEFAULT PROVISIONS:** In case of default by the Vendor, the City of Dayton may procure the items from other sources, and the Vendor shall be responsible for any excess costs occasioned thereby.
10. **NO VERBAL AGREEMENTS:** The City of Dayton will be bound only by the terms and conditions of this order and will not be responsible for verbal agreements made by any other officer or employee of the City of Dayton. The receipt of this purchase order does not indicate an authorization of fulfillment. Confirmation by City personnel must be received as indicated in the purchase order before any orders are placed.
11. **PATENT AND COPYRIGHT INFRINGEMENTS:** It is hereby understood that by acceptance of this order, the Vendor agrees to defend, indemnify, and save harmless the City of Dayton, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incidental to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
12. **APPLICABLE LAWS:** The Vendor warrants that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders.
13. **INSPECTION:** The City of Dayton may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion.
14. **WARRANTY:** The Vendor warrants all items delivered hereunder to be free from defects of material or workmanship, to be of good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Dayton, and the Vendor further warrants that the Vendor will have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Dayton. Said warranties shall not negate or limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Dayton.
15. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain in the Vendor until the items in a completed state have been delivered to and accepted by the City of Dayton or to an agent or consignee duly designated by the City of Dayton at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Dayton. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Dayton, a copy of the packing slip shall be forwarded concurrently to the City of Dayton. If no such packing slip is sent, the count or weight by the City of Dayton or its agent or consignee is agreed to be final and binding on the Vendor with respect to such shipment.
16. **SAVE HARMLESS:** To the fullest extent permitted by law, the Vendor shall protect, defend, indemnify and hold free and harmless the City of Dayton, its agents, consignees, employees, and representatives from any and all claims, damages, losses claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney's fees, arising out of any acts or omissions of the Vendor; its officers and employees, including but not limited to temporary employees that the Vendor provides to the City of Dayton who may be trained or controlled by the City of Dayton to any degree; consultants; agents; and, subcontractors of any tier used in any way to provide the goods or services for this purchase order.
17. **FORCE MAJEURE:** Neither the City nor Vendor shall be considered in default of these Purchase Order Terms and Conditions for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of these Terms and Conditions, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City of Consultant under this Agreement. 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 under this Purchase Order.
18. **INSURANCE:** If requested by the City of Dayton, the Vendor shall maintain policies of liability insurance of such types and such amounts and with such companies as may be designated by the City of Dayton, which policies shall be written so as to protect the City of Dayton and the Vendor from the risks enumerated in Section 15. Such policies of insurance shall not be cancellable except upon thirty (30) days written notice to the City of Dayton and proof of such insurance shall be furnished by the Vendor to the City of Dayton. In addition, such policies shall protect all subcontractors of the Vendor. The Vendor agrees to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies.
19. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawing, notes, instructions, engineering notices or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference the same as if fully set forth. The City of Dayton shall at all times retain title to all such documents and the Vendor shall not disclose such to any party other than the City of Dayton or a party duly authorized by the City of Dayton. Upon the City of Dayton's request or upon completion and delivery of the items the Vendor shall promptly return all such documents to the City of Dayton.
20. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Dayton, the Vendor represents that it has examined the premises and any specifications or other documents furnished in connection with the items and that it has satisfied itself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on the part of the Vendor.
21. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Dayton, the Vendor shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items the Vendor shall leave the premises and the items broom-clean.
22. **EQUAL EMPLOYMENT OPPORTUNITY, R.C.G.O. Sec. 35.14:** (a) The Vendor agrees that it will 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, promotion or transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. (b) It is expressly agreed and understood by Vendor that R.C.G.O. Sec. 35.14 constitutes a material condition of this contract as fully as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
23. **AGREEMENT TO BE EXCLUSIVE:** This Purchase Order contains the entire agreement between the parties and supersedes all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Purchase Order or any representation inducing the execution and delivery of this Purchase Order except such representations as are specifically set forth herein, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
24. **GOVERNING LAW:** This Purchase Order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Purchase Order, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be heard.
25. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Dayton in any part of this Purchase Order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this Purchase Order and any other rights or remedies that the City of Dayton may have at law or in equity in any such instance.
26. **PRODUCT MANUFACTURE LABOR STANDARDS:** Products and services provided for in this Purchase Order cannot be produced under "Sweatshop" Conditions as defined in Informal Resolution No. 301-97 as adopted by the Commission of the City of Dayton. The City of Dayton encourages vendors, contractors, Enterprise Zone employers and other organization doing business with the City of Dayton to use their best efforts to pay a living wage to their employees in accordance with Informal Resolution No. 321-98 as adopted by the Commission of the City of Dayton.
27. **CONTRACTOR:** Contractor acknowledges its employees are not public employees for purpose for Ohio Public Employees Retirement System ("OPERS") membership.

AFFIRMATIVE ACTION ASSURANCE

NOTE: Prior to any award on this bid the vendor(s) must have a current Affirmative Action Assurance Form on file and approved by the City of Dayton Human Relations Council.

If you have a current approval, please enclose a copy with your bid.

If you do not have a current approval, or are not sure if you do, please contact the Human Relations Council at 937/333-1403 or by following instructions at link:

<http://daytonhrc.org/business-technical-assistance/affirmative-action-assurance/affirmative-action-assurance-application>.

If you are notified by the City of Dayton that your company does not have a current “AAA” approval, you will have five (5) working days to obtain the approval. Failure to obtain this approval within five (5) working days may be cause for rejection of your bid(s).

**CITY OF DAYTON, OHIO
PROCUREMENT ENHANCEMENT PROGRAM (PEP) PREFERENCE FORM**

Ordinance #31023-10 (hereinafter referred to as 'the Ordinance') passed by the Dayton City Commission provides for a Dayton Local Business and MBE, WBE or SBE Bidder Preferences for Goods and Services purchased by the City of Dayton as defined in section 35.42 of the Revised Code of General Ordinance (R.C.G.O.). Excerpts of the ordinance are provided for your information.

The rules and regulations adopted by the City for the administration of this ordinance require that bidders claiming Preference complete this form for each bid.

Failure to properly complete and return this form may result in not being qualified to receive preference under the Ordinance.

If I am a: 1. **Local and certified MBE, WBE or SBE 10%**
or 2. **Local and not certified MBE, WBE or SBE 5%**
or 3. **Certified and not local 5%**

If my bid is within the above percentage of the lowest bid submitted, I agree to reduce my bid to match the lowest bid

Check one **Yes** **No** **Please contact me**

PREFERENCE CLAIMED - check one or both Dayton Local Bus. Certified MBE, WBE, or SBE

NOTE if claiming local preference, the business location must meet the definition of a Dayton Local Business.

NOTE if claiming Certified M/W/SBE preference, the business must submit a current copy of the City of Dayton HRC certification letter with the bid.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

COUNTY: _____ STATE: _____ ZIP CODE: _____

FEDERAL I.D. NO.: _____

If incorporated. If a sole proprietorship, use Social Security number of owner.

TESTIMONY AND AUTHORIZATION

The undersigned, on behalf of the aforementioned business concern, hereby authorizes the City of Dayton Department of Finance, Division of Taxation to provide proof of situs pursuant to the Ordinance (#31023-10), to the city of Dayton Division of Purchasing. In so doing, I authorize the Division of Taxation to disclose such records as may be necessary to establish qualifications for local preference as required by the Ordinance or any subsequent rules and regulations adopted in the administration of the Ordinance. I, on behalf of the aforementioned business concern, hereby release the City of Dayton and its officers, employees, or agents from any and all liability for the disclosure of any information establishing these qualifications. If applying as a Dayton Local Business, I attest to the fact that the business is physically located within the corporate limits and boundaries of the City of Dayton, Ohio. By affixing my signature to this form, I also attest that I am a duly authorized agent of the aforementioned business concern.

Type or Print Agent Name

Agent Signature and Date

Excerpts from ORDINANCE #31023-10 and #31841-20

Establishing a Dayton Local Business and MBE, WBE or SBE Bidder Preferences for Goods and Services

Section 1. Definitions

- (a) **“Dayton Local Business”** hereafter called City Bidder, is a business as defined in Section 35.35 of the Revised Code of General Ordinances (R.C.G.O.) who is a business located within the corporate limits of the City that has filed or paid a payroll or earnings tax in the most recent calendar quarter and is a taxpayer in good standing with the City of Dayton.
- (b) **“Minority Business Enterprise (MBE)” or “Women Business Enterprise (WBE)” or “Small Business Enterprise (SBE)”** as certified through the City’s Human Relations Council and as defined by 35.35 of the R.C.G.O.
- (c) **“Goods”** All things, including specially manufactured goods, which are movable at the time of identification to the contract for sale, other than the money in which the price is to be paid, investment securities and things in action, and excluding land or a permanent interest in land
- (d) **“Services”** Those services within the scope of the practices included within professional services and general services.

Section 2. Intent

The intent is to expand the City’s ability to provide a revenue neutral program, while allowing flexibility in the award process to include and prefer those companies qualified for the preference. In order to receive the preference, the business must be within the stated percentage and willing to reduce their bid.

Preferences will be given in the following order:

Step 1) 10% preference for a business that is local AND certified,

Step 2) If no business meets the above criteria, THEN a 5% preference for a non-certified local business may be granted,

Step 3) If no business meets either of the above criteria, THEN a 5% preference for a non-local certified business may be given.

Section 3. Applying Local & Certified Preference Example

Bid Responses:

Bidder A: Not a certified and not a Dayton local business bids: \$100

Bidder B: Certified (MBE, WBE, or SBE) and Dayton Local Business bids: \$110

Bidder C: Not certified but is a Dayton Local HUB Zone Business bids: \$105

Bidder D: Not certified, but is a Dayton Local Business (non HUB) bids: \$105

Bidder E: Certified, but is not a Dayton Local Business bids: \$104

In step one, Purchasing would first contact Bidder B a Dayton Local & Certified Business (since they are within 10% of the low bid), to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder B is awarded the contract at \$100, if “No”, Purchasing would move onto the next criterion.

In step two, we have a tie between two Dayton local businesses (Bidder C and Bidder D), who are both within 5% of the low bid. The tie would be broken in favor of the Dayton Local business that is a qualified Dayton HUB Zone business. Purchasing would contact Bidder C to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder C is awarded the contract at \$100, if “No”, Purchasing would move onto the other Dayton Local business, Bidder D. Again Purchasing would contact Bidder D to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder D is awarded the contract at \$100, if “No”, Purchasing would move onto the next Criterion.

For step three, we have Bidder E who is certified through the City of Dayton as an MBE, WBE or SBE and within 5% of the low bidder, but is not a Dayton Local Business. Purchasing would contact Bidder E to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder E is awarded the contract at \$100, if “No”, Purchasing would have exhausted all possible preferences and would award to Bidder A the low bid of \$100.

Section 4. Ties

When ranking qualifying businesses, In the event of a tie between two (2) or more Dayton Local Business bidders that are certified MBE, WBE or SBEs, ties will be broken through a lottery method until the winner remains. In the event the event of a tie between two Dayton Local Businesses, the tie shall be broken in favor of a Dayton Local Business that is also SBA HUBZone Certified. In the event of a tie between two (2) or more certified MBE, WBE or SBE bidders, ties will be broken through a lottery method until the winner remains.

Section 5. City Manager Authorization

The City Manager or designee may promulgate rules and regulations to implement this ordinance provided they are not inconsistent with the expressed provisions of this ordinance.

Section 6. Severability

This ordinance may be subject to the application of the laws of the State of Ohio or the United States of America, which may preempt all, or a portion of this ordinance.

Section 7. Expiration

City Commission approval of this ordinance shall expire December 31, 2030.

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

Fax No.: _____