

CITY OF DAYTON, OHIO

AD # 03/22 & 03/29

INVITATION FOR BID
IFB No. 21019D

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

Single-Axle Truck Chassis With 10-Foot Dump Body

For Further Information Contact:

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

Date: March 22, 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) time on April 27, 2021**

User Agency: Department of Water; Division of Water Utility Field Operations
Req Number(s): WT1WW113

Your electronic PDF bid is requested for the following: To establish a firm price for Single-Axle Truck Chassis with 10-Foot Dump Body.

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.

BIDDER'S 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. 21019D

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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Single-Axle Truck Chassis With 10-Foot Dump Body

(Per Specifications Attached)

1.	1	Each	Single-Axle Truck Chassis with 10-Foot Dump Body Condition: New	\$ _____ /each
Model Year: _____				
Mfr., Make, and Model bid: _____				
Please specify the warranty period and coverage: _____				
Delivery Date: _____ days after receipt of order.				

Price to remain firm for the period through March 31, 2022? Yes [] or No []
 If no, for how long? _____

Is pricing associated with any Cooperative Purchasing Program? YES [] NO []
 IF YES, please provide name and contract number of the Cooperative Purchasing Program.

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 with-in **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. 21019D

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
----------	------	-----	-------------	------------

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

FOR ALL OPTIONS: Price to remain firm for the period through March 31, 2022? Yes [] or No []

If no, for how long? _____

2.	1	Each	Asphalt Tarp	\$_____ /each
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More or Less

Option Code _____

3.	1	Each	Backup Camera System	\$_____ /each
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More or Less

Option Code _____

4.	1	Each	Automatic Lubrications System Additional Lube Points	\$_____ /each
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More or Less

Option Code _____

5.	1	Each	Extended Warranties	\$_____ /each
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More or Less

Option Code _____

MANUALS

Set of Manufacturer's service manuals complete with service and overhaul, parts list, and operator's sections. Please specify whether manuals are in paperback form or on CD.

6.	2	Set	Service Manuals	\$_____ /per set
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More or Less

Type of Service Manuals Bid:

Bidding Company: _____

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. 21019D

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

DESCRIPTION

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 designated in the "Subject", your bid response as multiple "Parts", i.e. IFB No. 21019D Part 1, IFB No. 21019D Part 2, etc.

BID OPENING

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

Topic: Bid Opening- April 27, 2021 Time: 11:30 A.M. Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87259118907>

Meeting ID: 872 5911 8907

One tap mobile

+13017158592,,87259118907# US (Washington DC)

+13126266799,,87259118907# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 872 5911 8907

Find your local number: <https://us02web.zoom.us/j/87259118907>

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. 21019D

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. 21019D**

SINGLE-AXLE TRUCK CHASSIS WITH 10-FOOT DUMP BODY

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. 21019D. 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

SINGLE-AXLE TRUCK CHASSIS
WITH
10-FOOT DUMP BODY

Bidding Company: _____

**SPECIFICATIONS
FOR A SINGLE-AXLE TRUCK CHASSIS WITH 10-FOOT DUMP BODY**

BIDDING INSTRUCTIONS

The bidder shall represent by this bid that all equipment to be furnished under this bid is new and unused. The bidder shall also assume responsibility for the combination of components including general design, construction, weight distribution and fitness for use as a City of Dayton 10-foot dump truck used for Water Utility Field Operations.

Bidders shall respond to every blank in this specification with an appropriate explanation of the nature and type of equipment bid. Failure to do so may be cause for rejection of the bid.

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

The silence of these specifications as to any details, or omissions from them of detailed descriptions concerning any point shall be interpreted as meaning that only first quality materials of the correct types, sizes and designs shall be used; all workmanship shall be of first quality. All interpretations of these specifications shall be made upon the basis of this statement.

The successful bidder shall notify the City of Dayton Fleet Manager of any deviation from the bid submitted as discovered in production or through the inspection of the various components before assembly.

The following specifications are the minimum acceptable specifications. When the factory printed literature does not comply with these specifications but they can be met by modification, such modifications must be stated in writing and submitted as part of the bid.

The successful bidder shall furnish a completed unit that shall comply with all Federal, State and Local requirements governing design, noise levels, brakes, lights and safety features Exception And/Or Acceptable Equal Requests

All specified equipment is to be Original Equipment Manufacturer (OEM) installed, either as standard equipment, a line installed option, or factory authorized Dealer Special Order/Special Equipment (DSO/SE) installation unless otherwise specified herein, or excepted by bidder.

Any specified items or features that are not available as OEM installations shall be declared as such and will require review and approval from the City of Dayton. Any literature and/or data needed to support such a review shall be included as part of the bid.

The City of Dayton reserves the right to waive compliance with minor technicalities; to reject any or all bids; and to accept that bid which, in the opinion of the proper officials, is in the best interests of the City of Dayton.

Bidding Company: _____

WARRANTY

The chassis manufacturer shall guarantee to furnish all warranty services gratis at franchised dealers within 75 miles of Dayton, Ohio. Bidders shall furnish warranty service contact information: company name(s), location(s), contact person (s) with bid submittal. Acceptance of warranty offered will be contingent upon approval of the Fleet Manager of the Division of Fleet Management. Warranty is of prime importance and shall be a factor in determining the lowest and best bid.

A warranty certificate or card shall be supplied with the chassis.

DELIVERY

The successful bidder assumes the responsibility for, but is not limited to, transportation coordination and insurance for all components of the complete unit while in transit and until such time as delivered to the City of Dayton, Division of Fleet Management, at 1010 Ottawa Street, Dayton, Ohio 45402. Line sheet or production sheet shall be furnished to the City of Dayton at time of delivery

Bidding Company: _____

**CITY OF DAYTON, OHIO
CONVENTIONAL TRUCK CHASSIS
SPECIFICATION OVERVIEW**

The information on this overview is to be used as an aid to the specification by providing a brief summary of the chassis desired. The actual specification follows and the unit delivered must comply with the responses made in that section.

FRAME

- 94 inch C.A.
- 63 inch A.F. approximate due to body configuration
- Minimum 120,000 PSI high tensile strength steel frame rails
- Minimum 21 cubic inch section modulus on the frame rails
- Minimum 2,500,000 resistance to bending moment
- Huck-Spin fasteners on the frame
- Front tow hooks

FRONT AXLE

- 16,000 lb. setback front axle
- 16,000 lb. tapered leaf springs
- Front shock absorbers
- Oil lubricated, preset wheel ends

STEERING

- Dual power steering gears
- Vogel or Groenveld chassis auto lube system

REAR AXLE

- 23,000 lb. rear axle
- 26,000 rear springs
- 5.29:1 approximate rear axle ratio
- Preset wheel ends

WHEELS & TIRES

- 315/80R22.5, 20 ply front tires mounted on 22.5 x 9.00 wheels with 5.25 inset
- 11R22.5, 16 ply rear tires mounted on 22.5 x 8.25 wheels with no inset
- Hub piloted steel wheels with a powder coat finish
- Nylon separators that fit between the wheel and hub

BRAKES

- Bendix ADB22X air disc brakes
- Bendix AD-IS heated air drier
- 16.5 CFM air compressor
- Cable air drains

ENGINE

- 300 HP, 800 ft/lb diesel engine
- Engine shutdown system
- By-pass type engine oil filter
- Powder coated oil pan
- Heavy-duty cooling system
- Long-life coolant
- Coolant filter
- Ethylene Propylene Diene Monomer (EPDM) coolant hoses
- Constant torque radiator hose clamps
- Horton Drivemaster thermostatically controlled 2-speed clutch fan
- Single serpentine accessory drive belt
- Charge air cooler
- Air filter restriction indicator
- Fuel filter
- Heated fuel-water separator
- 120V engine block heater

Bidding Company: _____

TRANSMISSION

- MD3500 RDS 6-speed Allison automatic transmission with PTO provision
- Transmission cooler
- External transmission filter
- Push-button shifter controls
- Auxiliary transmission wiring/access connector with a speed sensor lead

FUEL SYSTEM

- 80 gallon aluminum fuel tank mounted under the cab
- Minimum 13 gallon DEF tank (diesel exhaust fluid)

CAB

- Aluminum cab preferred
- E-coat primer, base coat and polyurethane clear coat paint finish
- Grab handles
- Ignition and doors keyed the same (Fleet keys)
- Heated breakaway mirrors with convex spot mirrors
- Heated windshield
- Two-speed wipers with intermittent wipe and washers
- Dual electric street horns
- Single air horn
- Single short vertical exhaust stack with a turnout
- Hood tilting assist
- Cab floor pass-through for upfitter wiring
- Air suspension on the cab
- HVAC intake vent cover

INTERIOR

- Dual sun visors
- Air conditioning with a low refrigerant protection system
- Ventilation system air filter
- AM/FM/WB radio
- Two-way radio mounting location and wiring accommodation
- Two (2) accessory power outlets

- Instruments: Tachometer, air pressure, engine oil pressure, engine oil temperature, engine temperature, transmission temperature, voltmeter, engine hour meter, fuel level, DEF level
- Warning lights: air, oil pressure, coolant temperature, coolant level
- Air ride driver's seat with arm rests
- Spring suspension type single passenger seat
- Vinyl seat coverings
- Heavy-duty door panels
- Neoprene floor coverings
- Cab dome light
- Coat hooks
- Accessory switches for the PTO and plow lights
- Fire extinguisher and reflector triangles

ELECTRICAL

- Delco Remy 160 Amp 28SI alternator
- Battery box mounted under the cab
- Lockable Battery disconnect switch
- External jump start posts
- Manual reset circuit breakers instead of fuses
- Daytime running lights
- LED lights where available
- Body builder power distribution module located in the cab
- Backup alarm
- Pre-wired for plow lights
- RV style trailer connector with electric trailer brakes

OPERATOR & SERVICE INFORMATION

- Operator's Manual

**SPECIFICATIONS
FOR A
CONVENTIONAL SINGLE AXLE TRUCK CHASSIS WITH SETBACK FRONT AXLE**

TYPE

Diesel powered conventional truck chassis with setback front axle. Some typical applications will be as standard dump trucks, or deicing dump trucks

GVW

Minimum GVW rating 39,000 pounds

CT DIMENSION & WHEEL BASE

The cab-to-axle (C.A.) shall be approximately **94** inches and the after-frame (A.F.) shall be a minimum **63** inches, more or less due to body configuration. The front axle shall be setback approximately 14 inches further than standard conventional truck chassis and the wheelbase shall be approximately 14 inches shorter than standard conventional truck chassis as a result of the setback front axle.

FRAME

The frame rails shall be the manufacturer's optional, heavy duty, on/off highway type, preferably of the super single 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 section modulus 21 cubic inches, minimum 120,000 PSI high tensile strength steel, and an RBM of 2,520,000 inch pounds. The frame shall be assembled using *Huck-Spin* fasteners and be equipped with front tow.

FRONT AXLE AND SPRINGS

Minimum 16,000 pounds rated front axle, with heavy-duty shock absorbers, tapered front leaf springs rated at a minimum 16,000 pounds. The axles shall be equipped with oil lubricated, preset wheel ends that are field serviceable.

POWER STEERING

Hydraulic power assist on both front wheels using either dual power steering gears or a combination power steering gear and hydraulic assist cylinder.

REAR SUSPENSION

Minimum rear spring rating of **26,000** pounds with multi-leaf auxiliary.

Bidding Company: _____

REAR AXLES

The rear axle shall have a minimum rated capacity of **23,000** pounds equipped with preset wheel ends that are field serviceable. The differential shall be a single reduction, pressure lubricated unit with a gear ratio of approximately **5.29 to 1**.

TIRES

The unit shall be equipped with tires properly sized for axle loads specified. Front tires shall be minimum size 315/80 R22.5, 20 ply, Firestone or equivalent. Rear tires shall be minimum size 11R22.5, 16 ply Firestone or equivalent.

WHEELS

Hub piloted disc type wheels with a white powder coat finish and nylon separators between the wheel and hub. The front tires shall be mounted on 22.5 x 9.00 wheels with a 5.25 inset. The rear tires shall be mounted on 22.5 x 8.25 wheels with no inset.

BRAKES

Service brakes shall be Bendix ADB22X air disc brakes. The brake system shall include a spring type safety brake with mechanical screw type release and dust shields on all wheels. The system shall also include a minimum 16.5 CFM water cooled air compressor, Bendix Model AD-IS air dryer, and cable operated air tank drain valves.

ENGINE

Diesel having a minimum of **300** gross B.H.P. and 800 foot pound torque equipped with the following:

- By-pass type oil filter
- Variable speed governor
- Powder coated oil pan
- Fuel filter
- Heated fuel-water separator
- Air filter restriction indicator
- Standard thermostat
- Coolant protection to - 20 F
- Horton Drivemaster thermostatically controlled 2-speed clutch fan
- Single serpentine accessory drive belt
- Charge air cooler if turbocharged
- Automatic shut down system with override, and a warning light and buzzer for high water temperature and low oil pressure
- Single short vertical exhaust stack with a turnout
- Thermostatically controlled 110-volt engine block heater with a maximum rating of 1500 watts and receptacle mounted in front bumper

COOLING

The system is to be the manufacturer's largest capacity system available, equipped with a coolant filter, and coolant recovery system. All hoses shall be silicone heavy-duty types with constant tension clamps and the system shall be filled with extended life coolant.

Bidding Company: _____

TRANSMISSION

Allison MD 3500 RDS automatic transmission with PTO provision, configured as a six speed with a transmission cooler, external transmission filter, auxiliary wiring/access connector that includes a speedometer sensor lead, and dashboard mounted shifter controls.

FUEL TANK

Minimum capacity 80 gallon aluminum fuel tank and 15 gallon DEF tank if required. The fuel and DEF tanks should be mounted on the same side of the chassis and mounting under the cab preferred.

CAB EQUIPMENT

An aluminum cab construction is preferred. All cabs shall feature the following equipment:

- West Coast type, outside heated rearview mirrors with adjustable arm mounts and convex spot mirrors
- Heated windshield
- Grab handles on cab
- Dual two speed windshield wipers with intermittent wiper and washers
- Air horn
- Dual electric street horns
- Hood tilting assist
- Body builder power distribution module located in the cab
- Cab floor pass-through for upfitter wiring
- Daytime running lights
- LED lights where available
- Electronic 90 db back up alarm
- Cab mount air suspension system
- Stationary grill
- Inside/outside air cleaner inlet
- Pre-wired for plow lights with terminals at the front fenders

INTERIOR EQUIPMENT

- Manufacturers installed air conditioning with high output hot water heater with dual defrosters, fresh air vent with ventilation filter.
- Dual sun visors
- Cab dome light
- AM/FM/WB radio
- Two-way radio mounting location and wiring accommodation
- Two (2) accessory power outlets
- Instruments: Speedometer, tachometer, air pressure, engine oil pressure, engine temperature, transmission temperature, voltmeter, engine hour meter, fuel and DEF levels
- Warning lights: air, oil pressure, coolant temperature, coolant level
- Manual reset circuit breakers in place of fuses
- Air suspension type driver's seat with arm rests
- Spring suspension type single passenger seat
- Vinyl seat coverings
- Seat belts equipped with retractors
- Heavy-duty door panels
- Coat hooks
- Neoprene floor coverings
- Ignition and doors keyed the same
- Four (4) sets of Fleet-style keys
- Fire extinguisher and reflector triangles

Bidding Company: _____

ALTERNATOR

The truck shall be equipped with a 12 volt Delco Remy 160 amp 28SI.

BATTERY

The truck shall be equipped with a Group 31, 12-volt battery pack providing a minimum combined CCA rating of 1800 at 0 F and a lockable master battery disconnect switch located in the cab. In addition, there shall be remote jump-start terminals located in such a way that the battery box cover does not need to be removed to perform a jump-start. The rear side of the battery box shall have a weather-proof junction box to house any resettable circuit breakers or power distribution accessories for the body/controls/hydraulic system.

TRAILER CONNECTOR

The truck shall be equipped with integrated electric trailer brake operation wired to a 7-way, RV style (Draw-Tite #18030 or equivalent) trailer connector. The connector shall also feature all of the standard lighting and charging wiring.

PAINTING

Complete unit to be painted with an E-coat primer, and polyurethane base coat/clear coat finish using DuPont Centari, or an equivalent. The frame is to be painted gloss black.

CHASSIS WARRANTY

The chassis manufacturer shall guarantee to furnish all warranty services gratis at franchised dealers within 75 miles of Dayton, Ohio.

The manufacturer and/or its representative shall provide a no deductible, all-inclusive warranty (less normal maintenance) for a minimum 1 year/12,000 miles, whichever occurs first, from the date the City of Dayton places the truck in service.

The engine and drive train shall be covered by an all inclusive (less normal maintenance) no deductible warranty for a minimum 2 years/ 24,000 miles, whichever occurs first.

A warranty certificate or card shall be supplied with the chassis.

CHASSIS DOCUMENTS

The unit shall be delivered with the manufacturer's standard warranty documents, operator's manual, and title.

CHASSIS ACCEPTANCE

It shall be the successful vendor's responsibility to provide for a representative of the City of Dayton's Division of Fleet Management the opportunity to inspect the cab and chassis to ensure that the specifications have been met. For distant vendors, a manufacturer's line setting sheet or production sheet may be provided in lieu of inspection.

Bidding Company: _____

Description of Chassis Bid:

Bidding Company: _____

**SPECIFICATIONS
FOR A
10-FOOT DUMP BODY**

Notice To All Bidders

It is required of all Bidders to respond in detail to each paragraph of this specification in the space provided. Failure to do so may be grounds for disqualification of the bid. Such responses as: "Per attached specifications, see attached literature, as specified, meet specifications," etc. are considered as inadequate responses and may cause bid disqualification.

GENERAL DESIGN

The dump body shall be approximately 10 feet in length and 7 feet in width providing for a minimum water level capacity of 6 cubic yards. It shall be constructed as a western style, crossmemberless type with one-piece structural I-beam longmembers with the following additional features:

- Full-length sloping type rub rails
- Boxed top rail
- Single Oak side board spanning the length of the bed on each side, measuring approximately 2" x 8" with front, center, and rear gussets for support
- Body shell and tailgate constructed of a minimum thickness 8 gauge, grade AR400 steel
- One-piece floor constructed of minimum ¼ inch thick type AR400 steel
- Body floor radiused or angled approximately 8 inches to the body sides

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

TAILGATE

The body shall be equipped with a six-panel double acting tailgate with a chute.

The chute handle shall extend all the way to both sides of the body and have a stop block to eliminate a pinch point when closing the chute. The chutes door guides shall have a relief cut at the bottom to allow debris that accumulates in the guide to fall free.

The tailgate shall have offset hardware, a D-ring to be used when installing or removing the tailgate.

The tailgate latch shall be air operated with an over-center type linkage. The latch rods, linkage, and bushing shall be of a durable, non-corrosive design that does not require lubrication.

Description of the Tailgate Bid:

Bidding Company: _____

HOIST

The body shall be equipped with an NTEA class 50 double acting telescopic hoist that is trunion mounted. (The weight capacities shall be based on the NTEA stated capacity at the hydraulic system's maximum pressure with a liquid level, non-diminishing load.) **The hoist shall also incorporate a hydraulic down pressure limiter and provide for a full dumping angle of a minimum of 50°.**

The body shall be equipped with an OSHA approved body prop and the control panel shall have a **warning light and audible alarm controlled by a heavy duty magnetic proximity switch** to indicate when the body is not fully down.

Dump Angle of Unit Bid: _____

Description of Hoist Bid:

CAB SHIELD

The unit shall be equipped with a heavy-duty, frame mounted, stationary, minimum one-quarter-cab shield with a heavy rubber wiper between the body and the cab shield. The cab shield frame shall be equipped with (3) three shovel racks constructed with 2 ½ inch steel pipe passing through the frame and situated for access from the driver's side of the vehicle.

Description of Cab Shield Bid:

ELECTRICAL SYSTEM

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. The system shall include an accessory circuit breaker panel that uses resettable circuit breakers that are mounted in an easily accessible position and will provide circuit protection for each electrical function. The electrical system shall be equipped with a proximity switch for bed up warning.

Description of Electrical System Bid:

Bidding Company: _____

CONTROLS

A control panel shall be provided for all electrical controls and indicator or warning lights on or near the truck's dashboard. 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:

POLY FENDERS / MUD GUARDS

The rear axle shall be equipped with **poly fenders** mounted independently from the body and mudguards before and after the wheels. The rear mudguards must be independent of the dump body and fender and meet the minimum requirements for the State of Ohio.

The mudguard stanchions shall be reinforced to resist bending and all designs shall include a hook to hang the bottom edge of the flap on during paving operations.

Comply _____ yes _____ no

If no, state exception:

LIGHTS

The lighting system shall include a single cab mounted LED beacon that will provide 360 degrees of visibility with a branch guard and (2) two, seven gauge stainless steel housings with each housing containing an amber wide angle super LED light, LED stop, turn, and brake light, and LED work/backup light.

The seven gauge, stainless steel housings shall, if possible, be mounted in the rear corner post of the body. If mounting is not possible in the corner post, the rear lights shall be mounted in the stainless steel enclosures that are bolted on the outside of the corner post.

The vehicle's amber warning lights shall be supplied by Whelen and includes one (1) L31HAF Class 1 Super-LED beacon with a L360BGB branch guard installed on the cab roof and two (2) 50A03ZAR oval Super-LED lights installed with 5GROMMET mounting kits at the rear of the truck.

The wiring to all lighting components shall be salt, chemical, and oil resistant TPR cables of sufficient length to make the originating connection in the truck cab and the terminating connection at the lighting component. All

Bidding Company: _____

connections shall be treated with dielectric grease. The lighting system must meet or exceed SAE J845 Class 1 warning light criteria

Description of the Lighting System Bid:

TRAILER HITCH

The chassis shall be equipped with a plate-mounted, 15-ton capacity, pintle hitch and D-rings for safety chains. The pintle hitch shall be mounted at 20 inches from the bottom of the pintle ring to the ground for proper ground clearance/trailer attachment height. An adjustable electric trailer brake controller shall be installed at a location within easy reach of the driver with trailer lights and brake wiring run to a Draw-Tite #18030, or equivalent, 7-way trailer plug mounted at the top left side of the plate hitch with the exact placement to be determined prior to construction.

Comply _____ yes _____ no

If no, state exception:

BODY EQUIPMENT

The dump body shall be equipped with the following additional equipment:

- A stowable ladder mounted on the left side of the dump bed. The ladder shall include steps on the side of the bed so that a person can climb on top of a load in the bed.
- The unit shall have a **Phillips Temro, Inc., Model VIBRA 3000** electrically operated bed vibrator with a momentary switch mounted on the control panel. The momentary switch circuit shall have a designed time out at 10 seconds to prevent the operator from overheating the vibrator motor. The timer shall allow a cool-down period to disable operation for 30 seconds in between consecutive uses.
- A heavy duty, minimum 10-inch long removable dump apron that is secured along its mating edge with bolts every 12 inches.

Description of Body Equipment Bid:

Bidding Company: _____

HYDRAULIC SYSTEM

The unit shall be equipped with a hydraulic system consisting of a transmission mounted, hot shift, power take off with the hydraulic pump mounted directly to the PTO flange.

The hydraulic pump shall be properly sized to the hoist size and type. A bonneted cable operated valve with a minimum 500-psi down pressure limiter shall be used to operate the hoist.

The hydraulic reservoir shall be frame mounted providing for extra capacity for the application and be complete with a suction line strainer, 10 micron absolute return line filter with bypass valve, condition indicator, and sight gauge. Reservoirs providing for protected operating valve mounting are preferred and may be quoted as an option if needed. The hydraulic tank shall be baffled.

Description of Hydraulic System Bid:

AUTOMATIC LUBRICATION SYSTEM

Equip the chassis and dump body with an *SKF/Vogel*, or *Groenveld* automatic lubrication system that will lubricate 12 lube points that normally require periodic lubrication.

The system bid shall be one of proven design and performance in this application and deliver a semi-pourable type grease under pressure through a 12 VDC motor driver gear pump. The system shall incorporate the relube principal of operation and include a fault indicator mounted on the dashboard.

The control box and fuses shall be mounted in an easily accessible location under the dash.

Description of automatic lube system and include Manufacturer and Installer. **Provide a detailed list of the 12 lube points.**

If more than 12 lube points are recommended by the winning bidder, provide a **detailed list** of additional points. If additional lube points are recommended, provided pricing at the end of these specifications under the "Optional Pricing" section.

Bidding Company: _____

UNDERCOAT/RUSTPROOFING

Complete cab, frame rails, dump body, subframe, and hoist treated by the Ziebart System, or approved equal.

Comply _____ yes _____ no

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

DOCUMENTS AND WARRANTY

BILL OF MATERIALS

The unit shall be delivered complete with a comprehensive Bill of Materials that lists all the components used in the construction of the unit. The Bill of Materials shall list a description of the part, part number and, where applicable, the original manufacturer's part number, if the component was purchased from a source other than the final manufacturer.

Comply _____ yes _____ no

If no, state exception:

Manuals

Two (2) copies of the parts list, Two (2) copies of the service and overhaul manuals, and Two (2) copies of the operator's manuals shall be delivered to the city of Dayton at the time of delivery of the unit.

Comply _____ yes _____ no

If no, state exception:

Bidding Company: _____

WARRANTY

The entire upfit of the unit and all components shall be covered by a full written warranty covering defects in materials, workmanship and fitness for use for a period of one year.

Warranty Period Bid:

OPTIONAL EQUIPMENT

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:

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.

Automatic Lubrication System Additional Lube Points

Provide pricing for an additional automatic lubrication point. Pricing should reflect the cost of one (1) additional lube point including installation. After reviewing the "recommended" additional lube points described in the above specification, the number of additional lube points awarded will be decided by the City of Dayton during a pre-build meeting with the winning bidder.

Bidding Company: _____

Extended Warranties

The City of Dayton requests detailed information for pricing options on Extended Warranties. This information shall include all available extended warranties for the Chassis bid in these specifications, including detailed prices, coverage terms/conditions including specific details for parts & labor coverage. Please provide a list of all qualifying systems which offer an extended warranty, followed by the requested information and any additional information available to clearly explain all warranty options. If necessary, bidders shall include attachments to include extended warranty information.

Available Extended Warranties:

Chassis/Component Extended Warranties Bid:

Bidding Company: _____

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 on 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.: _____