

CITY OF DAYTON, OHIO

AD # 4/23 & 4/27

INVITATION FOR BID
IFB No. N21014

Procurement Division
Room 514, CITY HALL
P.O. Box 22
DAYTON, OHIO 45402

Recertification-Rebuild Backflow Breaker

For Further Information Contact:

Nicole Fox
Room 514, CITY HALL
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4041
Fax No. 937-234-1600

Date April 23, 2021

Melissa A. Wilson, CPPB
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL: bids@daytonohio.gov; NO LATER THAN: **11:00 A.M. local (Dayton OH) time on May 7, 2021**

User Agency: Water

Your electronic bid is requested for the following: To establish a firm Price Agreement for recertification-rebuild backflow breaker with firm pricing through May 31, 2022 with a possible option to renew, at the City of Dayton's discretion, firm pricing for three (3) additional 12-month period from June 1, 2022 through May 31, 2025.

All Vendors must submit a current copy of their W-9 with their 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.

A voluntary site visit is scheduled for 10:00 AM to 11:00 AM local (Dayton OH) time on Thursday, January 21, 2021 at Community Golf Club, 2917 Berkley Avenue please email nicole.fox@daytonohio.gov for a time slot for your company on or before January 20th @ 10:00 AM.

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

Forms can be found on the City of Dayton's website at: <http://www.daytonohio.gov/348/Procurement-Management-Budget>

Submit one (1) signed original pdf bid to bids@daytonohio.gov. All supplemental documentation shall be submitted with bid.

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

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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, ant-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.

QUOTATION TO THE CITY OF DAYTON, OHIO

PROCUREMENT DIVISION

E-MAIL TO: bids@daytonohio.gov

Date: _____

Buyer: Nicole Fox Voice (937) 333-4041

I.F.B. No. N21014

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

Recertification-Rebuild Backflow Breaker

The City of Dayton is using P-Cards (Master Charge) for many low dollar purchases based on any Price Agreement(s) in effect – please bid accordingly. Do you accept Master Charge Cards? _____

➤ Price to remain firm through May 31, 2022. Yes [] No [] If no, how long? _____

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from June 1, 2022 through May 31, 2023) at the City's sole discretion? Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

Yes [] or No [] If no, state maximum percent of increase (**based on pricing as of first year of bid**) to retain this option is _____%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from June 1, 2023 through May 31, 2024) at the City's sole discretion? Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

Yes [] or No [] If no, state maximum percent of increase (**based on pricing as of first year of bid**) to retain this option is _____%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from June 1, 2024 through May 31, 2025) at the City's sole discretion? Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

Yes [] or No [] If no, state maximum percent of increase (**based on pricing as of first year of bid**) to retain this option is _____%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

Bidder shall provide 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. _____

QUOTATION TO THE CITY OF DAYTON, OHIO

PROCUREMENT DIVISION

E-MAIL TO: bids@daytonohio.gov

Date: _____

Buyer: Nicole Fox Voice (937) 333-4041

I.F.B. No. N21014

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

Item No. Description

Recertification-Rebuild Backflow Breaker

A price agreement for Recertification/Rebuilding of Backflow Preventers and Pressure Type Vacuum Breakers as needed per attached specifications and bid forms attached.

Please complete the following- If you are in compliance state "**Comply**" if you are not in compliance state "NO" and explain.

The successful bidder must maintain contractor's liability insurance and worker's comp If No Explain: _____

A copy of the above insurance Policy(ies) are included, and the City shall be named as "Certificate Holder"

If No Explain: _____

Successful bidder and his/her employees are to be insured and bonded

If No Explain: _____

Bidding Company: _____

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I.F.B. No. N21014

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

Item No.	Description	Unit Cost
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Recertification-Rebuild Backflow Breaker

SPECIFICATION FOR ANNUAL RECERTIFICATION/REBUILDING OF BACKFLOW PREVENTERS AND PRESSURE TYPE VACUUM BREAKERS IN CITY OF DAYTON OWNED PROPERTIES.

Note: Specifications are based on known equipment. Bids for equipment not meeting the exact specification as written but which can be demonstrated to provide the needed function, reliability, maintainability, etc. are encouraged. Specifications and explanations of how items bid fulfill the bid requirements should be included with the bid.

Unit price agreement for the annual recertification and/or rebuilding of approximately 268 backflow preventers and pressure vacuum breakers in 94 different City of Dayton owned properties.

1. The Recertification of Backflow Preventers and Pressure Vacuum Breakers

The contractor shall submit a bid on a "per trip/device basis" placing a fixed rate for the testing of the following types of backflow preventers and pressure type vacuum breakers.

A) Reduced Pressure Backflow Preventers meeting ASSE Standard 1013 \$ _____

B) Double Check Valve Backflow Preventers meeting ASSE Standard 1015 \$ _____

C) Pressure Type Vacuum Breakers meeting ASSE Standard 1020 \$ _____

Double Check Valve Backflow Preventers meeting ASSE Standard 1015 installed on Fire Protection Systems. This shall include performing a Main Drain Test, after the backflow prevention device has been tested and put back in service.

\$ _____

The fixed rate shall include all labor, material, equipment, and services plus any incidental cost necessary for the testing of one device. A test is described as removing test port caps, flushing dirt or debris out of the test port, installing test equipment, performing test, removing test equipment, reinstalling test port caps, and putting the backflow device back in service. Backflow recertification shall be done by testing procedures outlined in AWWA M14.

A Main Drain Test is defined as: A flow test performed on the fire suppression system in accordance with NFPA 13.

If more than one device can be tested at the same property address the following amount \$ _____ can be deducted from the fixed rate for each additional device at that location. This deduction will be for normal backflow testing only. Additional trips for repairs or a retest will not receive the multi-device per property discount.

Bidding Company: _____

A Main Drain Test is defined as: A flow test performed on the fire suppression system in accordance with NFPA 13.

If more than one device can be tested at the same property address the following amount \$_____ can be deducted from the fixed rate for each additional device at that location. This deduction will be for normal backflow testing only. Additional trips for repairs or a retest will not receive the multi-device per property discount.

II. The Replacement or Rebuilding of Backflow Preventers and Pressure Type Vacuum Breakers

Note: **The City of Dayton reserves the option to replace or rebuild a backflow prevention device with their plumbing forces.**

Rebuilding with a Rubber Parts Kit: Means all labor and parts cost for disassembling, cleaning, examining for wear, replacing all parts that can be kept, replacing all worn or broken parts, reassembling, and testing the device.

Rebuilding with a Metal Parts Kit: Means all labor cost for disassembling, cleaning, examining for wear, replacing all parts that can be kept, replacing all worn or broken parts, reassembling, and testing the device. **THE CONTRACTOR WILL FURNISH ALL METAL PARTS REBUILD KITS.**

The contractor will furnish all rubber parts kits that become necessary to rebuild the backflow prevention devices.

Should the devices that are being tested need to be rebuilt, the contractor shall submit a bid placing a fixed rate for the rebuilding of the following types of backflow preventers and pressure vacuum breakers.

REDUCED PRESSURE BACKFLOW PREVENTERS MEETING ASSE STANDARD 1013:

	<u>Rebuild with a rubber parts kit</u>	<u>Rebuild with a rubber parts kit</u>
.75"	\$ _____	\$ _____
1.00"		

REDUCED PRESSURE BACKFLOW PREVENTERS MEETING ASSE STANDARD 1013:

(continued)

<u>SIZE</u>	<u>Rebuild with a rubber parts kit</u>	<u>Rebuild with Metal parts kit</u>
1.25"	\$ _____	\$ _____
1.50"	\$ _____	\$ _____
2.00"	\$ _____	\$ _____
3.00"	\$ _____	\$ _____
4.00"	\$ _____	\$ _____
6.00"	\$ _____	\$ _____

An additional fee for rebuilding of a "Watts 900 model type" backflow preventer shall be \$_____ per device.

Bidding Company: _____

DOUBLE CHECK VALVE TYPE BACKFLOW PREVENTERS MEETING ASSE STANDARD 1015:

<u>SIZE</u>	<u>Rebuild with a rubber parts kit</u>	<u>Rebuild with Metal parts kit</u>
.75"	\$	\$
1.00"	\$	\$
1.25"	\$	\$
1.50"	\$	\$
2.00"	\$	\$
3.00"	\$	\$
4.00"	\$	\$
6.00"	\$	\$

DOUBLE CHECK VALVE TYPE BACKFLOW PREVENTERS MEETING ASSE STANDARD 1015 INSTALLED ON FIRE SUPPRESSION SYSTEMS. THIS SHALL INCLUDE PERFORMING A MAIN DRAIN TEST:

<u>SIZE</u>	<u>Rebuild with a rubber parts kit</u>	<u>Rebuild with Metal parts kit</u>
.75"	\$	\$
4.00"	\$	\$
6.00"	\$	\$

PRESSURE VACUUM BREAKER BACKFLOW PREVENTERS MEETING ASSE STANDARD I020:

<u>SIZE</u>	<u>Rebuild with a rubber parts kit</u>	<u>Rebuild with Metal parts kit</u>
.75"	\$	\$
1.00"	\$	\$
1.50"	\$	\$
2.00"	\$	\$

1. PERMITS AND TESTER CERTIFICATION

A) The following procedure shall be followed:

1. Test the device. All testing equipment shall be recalibrated for accuracy on annual basis.
2. Return test forms to the following location with invoice included:

Bidding Company: _____

City of Dayton Department of Water
320 W. Monument Ave.
Dayton, Ohio 45402
Attn.: Backflow test reports

3. All invoices must include:
- Line item for the cost for each backflow device test at each location.
 - Cost for any additional labor with the amount of time charged included.
 - Cost for any additional parts not supplied by the City of Dayton or that are not included in a rubber parts kit.
- B) All recertifications shall be performed by persons certified by the Ohio Department of Health in use of the proper testing equipment designed for this purpose and be in accordance with Chapter 4101:2-51-38 of the Ohio Administrative Code.
- C) All persons performing the recertifications and /or rebuilding shall have at least a City of Dayton Journeyman Plumbing License.
- D) The contractor will include in the bid document the number of persons who are certified to test backflow devices that are employed by him/her together with copies of their required licenses and certifications. Persons who become eligible after the bid documents have been submitted must send copies of their required licenses and certifications before they will be eligible to test the backflow devices.

The contractor shall also include in their bid a copy (or copies) of State Fire Contractors License(s) for the personnel performing/assisting in the performance of the work on the fire protection backflow preventers

- E) The contractor shall employ all testing techniques available.
- F) The contractor shall have a City of Dayton Master Plumbing License.
- G) The contractor shall tag all backflow devices that pass recertification.

PROCEDURE

Coordinate and schedule the work with the designated City personnel for each location. The rebuilding of the backflow preventers will be done as per instructions from the designed City personnel at each location.

SCHEDULE

Requests for the recertifications and/or rebuilding of backflow preventers and pressure vacuum breakers will be made by City of Dayton, Water Engineering.

A list of each backflow device, the serial number, location, and people to contact will be furnished with each backflow device request.

Upon receipt of the notifications for recertification, the contractor will be responsible for making all contacts and appointments to do the job. All tests must be completed, and test reports submitted by the scheduled due date of each device.

A fee of \$ _____ will be charged to the City of Dayton for:

Any broken appointments without prior notification to the contractor.

Bidding Company: _____

ADDITIONAL PLUMBING WORK

Should any additional plumbing work become necessary, when attempting to recertify or rebuild the backflow preventers or pressure type vacuum breakers, the contractor shall charge a fixed hourly rate of \$_____ for work during normal hours of operation (8:00 AM to 5:00 PM).

In case of scheduling problems or emergencies, the contractor shall charge a fixed hourly rate of \$_____ for work after normal hours of operation, work on weekends and holidays. **An after hours contact shall be supplied by the contractor.**

ADDITIONAL PLUMBING WORK IS DESCRIBED AS WORK NEEDED ON THE BACKFLOW PREVENTION DEVICE ONLY. ANY ADDITIONAL PLUMBING WORK MUST BE PRE-APPROVED BY WATER ENGINEERING.

The City of Dayton shall receive an across the board discount of _____ % off list pricing for parts and related supplies not listed herein. Manufacturer's price list for parts and supplies shall be presented with invoice to reflect discount to the City of Dayton. *Should there be different discount percentages for different manufacturers, please list all discounts with manufacturer on a separate sheet.*

The City of Dayton is using P-Cards (Master Charge) for many low dollar purchases based on any Price Agreement(s) in effect - please bid accordingly.

Do you accept Master Charge Cards? _____

Optional Bid Opening

All bids shall be submitted as a PDF and excel spreadsheet via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's bid document exceed this limit, your company will have to submit its bid document in multiple parts (emails). Should bid document require multiple emails, please designate in the "Subject" line of each email sent: IFB No. N21008.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/85893155996?pwd=QnhZZjd0YmNEK0JKdm03Umk0NHg5Zz09>

Meeting ID: 858 9315 5996

Passcode: 696822

One tap mobile

+13126266799,,85893155996#,,,,*696822# US (Chicago)

+19294362866,,85893155996#,,,,*696822# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 858 9315 5996

Passcode: 696822

Find your local number: <https://us02web.zoom.us/j/85893155996?pwd=QnhZZjd0YmNEK0JKdm03Umk0NHg5Zz09>

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.

I. 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.: _____