

CITY OF DAYTON, OHIO

AD # 11/17 & 11/24

INVITATION FOR BID
IFB No. 22008D

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

FENCING PRODUCTS, RELATED ITEMS AND SERVICES

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 November 17, 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: **11:00 A.M. local (Dayton OH) time on December 17, 2021**

User Agency: Various

Your electronic PDF bid is requested for the following: To establish a firm Price Agreement for Fencing Products, Related Items and Services with firm pricing from January 1, 2022 through December 31, 2022 with a possible option to renew, at the City of Dayton's discretion, firm pricing for two (2) additional 12-month period from January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024.

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. 22008D

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

DESCRIPTION

FENCING PRODUCTS, RELATED ITEMS AND SERVICES

Vendors are not required to quote each line item. The City reserves the right to make awards to one or multiple vendors that best meet the City's requirements.

Purchase orders will be issued and/or amended at various times throughout the year in accordance with the requirements of the various Divisions.

The City of Dayton OH 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? Yes [] No []

- Price to remain firm for the period from January 1, 2022 through December 31, 2022?
Yes [] or No [] If no, for how long? _____.
- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from January 1, 2023 through December 31, 2023) at the City's sole discretion?
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 January 1, 2024 through December 31, 2024) at the City's sole discretion?
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 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. _____

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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. 22008D Part 1, IFB No. 22008D Part 2, etc.

BID OPENING

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

Topic: Bid Opening- December 17, 2021 Time: 11:00 A.M. Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88005853708>

Meeting ID: 880 0585 3708

One tap mobile

+19294362866,,88005853708# US (New York)

+13017158592,,88005853708# US (Washington DC)

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 880 0585 3708

Find your local number: <https://us02web.zoom.us/j/88005853708>

Bidding Company: _____



**City of Dayton, Ohio
Invitation For Bid (IFB) No. 22008D**

FENCING PRODUCTS, RELATED ITEMS AND SERVICES

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. 22008D. 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: _____

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ITEM NO.	DESCRIPTION	UNIT PRICE
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FENCING PRODUCTS, RELATED ITEMS AND SERVICES

Fencing materials may be used at various City of Dayton OH (City) facilities, to include but not limited to industrial plants, airfields, well fields, transformers and other protected locations. Locations for repair services will be designated by the City on an as needed basis.

Product specifications stated are general and may be used by all City Departments and/or Divisions regardless of any specification for location(s) listed in this bid. At the request of the City, fencing projects may require initial project review and submission of price quote(s) prior to acceptance of any work.

Products and sizes listed in this bid are based on prior usage and may be subject to change to meet actual requirements.

VINYL

Extrusion bonded vinyl clad coating manufactured to comply with ASTM F668 Class 2A.

The City of Dayton shall receive a discount of _____% or mark-up of _____% off list pricing for fencing materials and related supplies for vinyl fencing not listed below.

1. **VINYL CLAD FABRIC: 2" mesh x 9 Ga. (Galvanized after weld)**

	5'	6'	8'
1.2 oz. per sq. ft.	\$ _____ Ft	\$ _____ Ft	\$ _____ Ft
2.0 oz. per sq. ft.	\$ _____ Ft	\$ _____ Ft	\$ _____ Ft

Product Manufacturer(s): _____

2. **FRAMEWORK: Schedule 40 vinyl coated galvanized steel in accordance with the RRF191/3C Specification Grade A or B, to include all fittings, supplies and related materials.**

	8'	9'	10'
Line Post 2-1/2"	\$ _____ Each	\$ _____ Each	\$ _____ Each
Terminal Post 3"	\$ _____ Each	\$ _____ Each	\$ _____ Each.
Top Rail 1-5/8 per lin. Ft.	\$ _____ LF		
Barbed Wire-5" Spaced per lin. Ft.	3-strand \$ _____ LF 5-strand \$ _____ LF		

Product Manufacturer(s): _____

Bidding Company: _____

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3. **GATES:** Scheduled 40 vinyl coated galvanized steel Height in accordance with the RR-F191/2C Specification, to include all fittings, supplies and related materials.

	5'	6'	8'
16 Ft. Swing Gate	\$ _____ Each	\$ _____ Each	\$ _____ Each

Product Manufacturer(s): _____

	5'	6'	8'
16 Ft. Slide Gate	\$ _____ Each	\$ _____ Each	\$ _____ Each

Product Manufacturer(s): _____

	5'	6'	8'
24 Ft. Swing Gate	\$ _____ Each	\$ _____ Each	\$ _____ Each

Product Manufacturer(s): _____

	5'	6'	8'
24 Ft. Slide Gate	\$ _____ Each	\$ _____ Each	\$ _____ Each

Product Manufacturer(s): _____

Bidding Company: _____

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ITEM NO.	DESCRIPTION	UNIT PRICE
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CHAINLINK

Commercial Grade Galvanized Fencing Materials ASTM A 392-98

4. **GALVANIZED FABRIC:** 2" mesh x 9 Ga. (GAW)

	5'	6'	7'	8'
1.2 oz. per sq. ft.	\$ _____ Ft	\$ _____ Ft	\$ _____ Ft	\$ _____ Ft
2.0 oz. per sq. ft.	\$ _____ Ft	\$ _____ Ft	\$ _____ Ft	\$ _____ Ft

Product Manufacturer(s): _____

5. **FRAMEWORK:** Schedule 40 galvanized steel, to include all fittings, supplies and related materials.

	8'	9'	10'
Line Post 2-1/2"	\$ _____ Each	\$ _____ Each	\$ _____ Each
Terminal Post 3"	\$ _____ Each	\$ _____ Each	\$ _____ Each.
Top Rail 1-5/8 per lin. Ft.	\$ _____ LF		
Barbed Wire-5" Spaced per lin. Ft.	3-strand \$ _____ LF 5-strand \$ _____ LF		

Product Manufacturer(s): _____

6. **GATES:** Scheduled 40 galvanized steel Height in accordance with the RRF191/2C Specification, to include all fittings, supplies and related materials.

	5'	6'	7'	8'
16 Ft. Swing Gate	\$ _____ each	\$ _____ each	\$ _____ each	\$ _____ each

Product Manufacturer(s): _____

Bidding Company: _____

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	5'	6'	7'	8'
16 Ft. Slide Gate	\$ _____ each	\$ _____ each	\$ _____ each	\$ _____ each

Product Manufacturer(s): _____

	5'	6'	7'	8'
24 Ft. Swing Gate	\$ _____ each	\$ _____ each	\$ _____ each	\$ _____ each

Product Manufacturer(s): _____

	5'	6'	7'	8'
24 Ft. Slide Gate	\$ _____ each	\$ _____ each	\$ _____ each	\$ _____ each

Product Manufacturer(s): _____

ALUMINUM ALLOY

Weights and dimensions shall be as specified in ANSI H35.2

The City of Dayton shall receive a discount of _____% or mark-up of _____% off list pricing for fencing materials and related supplies for aluminum fencing not listed below.

7. **FABRIC:** Used for commercial, industrial and residential applications ASTM F1183-96

	5'	6'	8'
0.40 oz. per Sq. Ft.	\$ _____ Ft	\$ _____ Ft	\$ _____ Ft

Product Manufacturer(s): _____

Bidding Company: _____

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ITEM NO.	DESCRIPTION	UNIT PRICE
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8. **FRAMEWORK:** Used for commercial, industrial and residential applications

	8'	9'	10'
Line Post 2-1/2"	\$ _____ Each	\$ _____ Each	\$ _____ Each
Terminal Post 3"	\$ _____ Each	\$ _____ Each	\$ _____ Each.
Top Rail 1-5/8 per lin. Ft.	\$ _____ LF		
Barbed Wire-5" Spaced per lin. Ft.	3-strand \$ _____ LF 5-strand \$ _____ LF		

Product Manufacturer(s): _____

9. **GATES:**

	5'	6'	8'
16 Ft. Swing Gate	\$ _____ Each	\$ _____ Each	\$ _____ Each

Product Manufacturer(s): _____

	5'	6'	8'
16 Ft. Slide Gate	\$ _____ Each	\$ _____ Each	\$ _____ Each

Product Manufacturer(s): _____

	5'	6'	8'
24 Ft. Swing Gate	\$ _____ Each	\$ _____ Each	\$ _____ Each

Product Manufacturer(s): _____

Bidding Company: _____

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ITEM NO.	DESCRIPTION	UNIT PRICE		
		5'	6'	8'
24 Ft. Slide Gate		\$ _____ Each	\$ _____ Each	\$ _____ Each
	Product Manufacturer(s): _____			

GATE OPERATORS

Pricing shall include cost of gate operator, connection of wiring, safety loops and all other related items

10. GATE OPERATORS - Heavy Duty

SL585 gate operator \$ _____ Each
Mfr: LiftMaster or acceptable equal
Condition: New Model Year: _____
Mfr., Make, and Model bid: _____

SL595 gate operator or acceptable equal \$ _____ Each
Mfr: LiftMaster or acceptable equal
Condition: New Model Year: _____
Mfr., Make, and Model bid: _____

GATE OPERATORS PREVENTIVE MAINTENANCE SERVICES

11. Preventive Maintenance Services – Bi-Annual (twice per year)

Slide Gate Operator SlideSmart DC 15 \$ _____ per year
Mfr: HySecurity Gate Inc. Serial #: SL15-1719-632

Slide Gate Operator Model: SlideSmart DC 15 \$ _____ per year
Mfr: HySecurity Gate Inc. Serial #: SL15-1553-528

Slide Gate Operator Model: Chamberlain SL585 \$ _____ per year
Mfr: LiftMaster Serial #: 2814N2486

Slide Gate Operator Model: HSLG-221 \$ _____ per year
Mfr: Linear Osco Serial #: 08811555532E

Slide Gate Operator Model HSLG-483 \$ _____ per year
Mfr: Linear Osco Serial #: 0706548516E

Bidding Company: _____

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ITEM NO.	DESCRIPTION	UNIT PRICE
12.	Preventive Maintenance Services – Bi-Annual (twice per year) Automatic Slide Gate Operator	
	Mfr: Linear Model: HSLG-421 Serial #: 2011601144M 460v, 3 Phase, 60 Hz, 1HP, 1.8 amps	\$ _____ per year
	Mfr: HySecurity Model: Slidesmart DC 15 Serial #: SL15-1352-824 115/230v, 1 Phase, 50/60Hz, 3.0/1.5 amps	\$ _____ per year
	Mfr: Liftmaster Model: P56B76F21 Serial #: 123136M 208-230/460v, 3 Phase, 60/50 Hz, 1HP, 3.2/1.6 amps	\$ _____ per year
	Mfr: Osco Model: HSLG-123 Serial #: 0410535611E 230v, 3 Phase, 60 Hz, 1HP, 4.2 amps	\$ _____ per year
	Mfr: Osco Model: HSLG-143 Serial #: 0111519602E 460v, 3 Phase, 60 Hz, 1HP, 2.1 amps	\$ _____ per year
	Mfr: Osco Model: HSLG-143 Serial #: 0111519604E 460v, 3 Phase, 60 Hz, 1HP, 2.1 amps	\$ _____ per year
	Mfr: Liftmaster Model: P56B76F21 Serial #: 28612J2 208-230/460v, 3 Phase, 60/50 Hz, 1HP, 3.2/1.6 amps	\$ _____ per year
	Mfr: Linear Model: HSLG-421 Serial #: 1804593193M 208/230v, 1 Phase, 60 Hz, 3/4HP, 4.1 amps	\$ _____ per year
	Mfr: Linear Model: HSLG-443 Serial #: 0608544855E 460v, 3 Phase, 60 Hz, 3/4HP, 1.4 amps	\$ _____ per year
	Mfr: Linear Model: GSLG-A-211 Serial #: 1708590924M 115v, 1 Phase, 60 Hz, 1/2HP, 6.1 amps	\$ _____ per year
	Mfr: Linear Model: GSLG-A-211 Serial #: 1201567726A 115v, 1 Phase, 60 Hz, 1/2HP, 6.1 amps	\$ _____ per year
	Mfr: Osco Model: HSLG-123 Serial #: 0111519601E 230v, 3 Phase, 60 Hz, 1HP, 4.2 amps	\$ _____ per year
	Mfr: Osco Model: HSLG-143 Serial #: 0111519603E 460v, 3 Phase, 60 Hz, 1HP, 2.1 amps	\$ _____ per year
	Mfr: Osco Model: HSLG-143 Serial #: 0111519606E 460v, 3 Phase, 60 Hz, 1HP, 2.1 amps	\$ _____ per year

Bidding Company: _____

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	Mfr: Linear Model: GSLG-A-123 Serial #: 0909558902E 230v, 3 Phase, 60 Hz, 1HP, 3.6 amps	\$ _____ per year
	Mfr: Osco Model: GSLG-A-121 Serial #: 0202521116E 230v, 1 Phase, 60 Hz, 1HP, 4.7 amps	\$ _____ per year

WORK HOURS

The City's standard work hours range from 7:00 A.M. through 5:00 P.M., Monday through Friday, unless otherwise specified.

The City's Departments/Divisions requesting products and services will designate time and location as to when and where products and/or services will be required. Products/Services required other than the City's standard work hours will require prior approval from the City.

Standard work hours – Please define: _____

Non-Standard work hours – Please define: _____

Week-end work hours – Please define: _____

Holidays (as designated by Bidder) – Please define: _____
 (Bidder to provide annual Holiday list with bid response)

Please list the types of fencing, automatic gates, gate motors, drive chains and other types of repair services that will be provided by your company:

REPAIR SERVICES

WAGE RATES FOR INSTALLATION AND/OR REPAIR SERVICES

13. Services performed during STANDARD hours per bid forms and specifications

- Fence Installer: \$ _____ per hour
- Gate Operator Installer: \$ _____ per hour
- Fence Installer – Helper: \$ _____ per hour
- Fence Installer – Supervisor: \$ _____ per hour
- Other: _____ \$ _____ per hour

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Services performed during NON-STANDARD hours per bid forms and specifications

Fence Installer:	\$ _____ per hour
Gate Operator Installer:	\$ _____ per hour
Fence Installer – Helper:	\$ _____ per hour
Fence Installer – Supervisor:	\$ _____ per hour
Other: _____	\$ _____ per hour

Services performed during WEEK-END hours per bid forms and specifications

Fence Installer:	\$ _____ per hour
Gate Operator Installer:	\$ _____ per hour
Fence Installer – Helper:	\$ _____ per hour
Fence Installer – Supervisor:	\$ _____ per hour
Other: _____	\$ _____ per hour

Services performed during HOLIDAY hours per bid forms and specifications

Fence Installer:	\$ _____ per hour
Gate Operator Installer:	\$ _____ per hour
Fence Installer – Helper:	\$ _____ per hour
Fence Installer – Supervisor:	\$ _____ per hour
Other: _____	\$ _____ per hour

EMERGENCY SERVICES – available for 24x7x365 service YES [] NO []

If yes, please provide a list of two company personnel for contact purposes for 24 hour 365 day per year emergency contact.

Contact Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Contact Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Bidding Company: _____



CITY OF DAYTON, OHIO FENCING PRODUCTS, RELATED ITEMS AND SERVICES

Specifications 2022

The City of Dayton OH (City) is seeking bids for fencing products and repair services for City facilities on an as needed basis with the understanding that the City does not guarantee any business from this solicitation.

All qualified bidders will be considered for award, based on a multiple award concept, however it will be solely at the discretion of the City's using agencies to place orders with any one or all bidders which have submitted a bid.

Products and sizes listed in this bid are based on prior usage and may be subject to change to meet actual requirements.

Bid must contain labor, materials and related items as specified. Product specifications stated in this bid are general and may be used by all City Departments and/or Divisions regardless of any specification for location(s) listed in this bid. At the request of the City, fencing projects may require initial project review and submission of price quote(s) prior to acceptance of any work.

The City shall have the right to request quotes, detailing all costs on any specific project prior to acceptance.

GENERAL:

Fencing materials may be used at various City facilities, to include but not limited to industrial plants, airfields, well fields, transformers and other protected locations. Locations for repair services will be designated by the City.

The work shall be performed in a professional manner, subject to approval and acceptance by the City. Contractor(s) shall complete work in accordance with the specifications given for each project designated by the City. All materials and workmanship shall be satisfactory and guaranteed for not less than 365 days from the date of work or section of work.

All materials used in all work shall be in accordance with the City's Construction and Materials Specifications dated October 1, 2008, <https://www.daytonohio.gov/DocumentCenter/View/706/Construction-and-Material-Specifications-PDF?bidId=>, 710 Fence and Guardrails, and reasonable scheduling established by the City.

All materials, supplies, equipment and labor are to be provided by the Contractor. All replacement materials will meet or exceed that of existing materials. All replacement materials may be subject to review and approval by the City prior to installation. All related warranty information or Material Safety and Data Sheet ("MSDS") information shall be included as part of the any/all price quote package.

Materials shall be installed according to manufacturer's recommendations. **WARRANTY AND GUARANTEES:** Bidder shall include all manufacturers' warranty information, material quality assurance, and workmanship warranty with bid response.

All necessary permits, licenses and inspections required to complete the jobs are the responsibility of the Contractor. For permits, <https://www.daytonohio.gov/192/Building-Permit-Forms>, and inspection requirements please confer with the City Division of Building Inspections at 937-333-3883.

Bidder and any/all sub-contractor shall adhere to, at all times, the Occupational Safety & Health Standards established by the Occupational Safety & Health Administration (OSHA).

Contractor is responsible for maintaining a clean and safe area. Removal and disposal of all waste shall be done by the Contractor on a continuous daily basis and as soon as possible. All clean up and disposal expenses shall be included in the bid price. Disposal of all waste and debris, non-hazardous or hazardous, resulting from this project shall be in accordance with both the State of Ohio and City of Dayton ordinances.

Bidding Company: _____

The successful Contractor(s) and his workers are cautioned to use extreme care to protect all property from damage during the course of this work. In the event of damage, the property shall be repaired at the Contractor's expense, to satisfaction of the City of Dayton.

No debris, chemicals or other toxic materials shall be allowed to enter any of the local storm drains on site. During the working phase and upon completion of the project, the Contractor shall be responsible to remove all debris and excess material from the job sites. All work areas will be properly cleaned and returned to acceptable condition per the Division of Water Supply and Treatment. Contractor is responsible for removal and disposal of all debris associated with the job.

This bid is designated for all City agencies; however, the City's using agencies are not required to utilize this bid to procure the products and services listed herein. Should using agency determine that purchasing of the listed products and service(s) is not in the City's best interest, such services may be purchased with another company.

INSURANCE:

It is a requirement of the City that any contractor, when working for the City, shall provide liability coverage to defend the City against claims for damages arising out of the work of the contractor, his subcontractor or their respective employees.

Contractor(s) shall furnish proof of general liability insurance prior to the performance of any work as a result of this bid; the successful bidder shall furnish proof of general, automobile and employer's liability insurance and workers compensation, upon request. The City of Dayton shall be named as an additional insured for insurance required for any/all projects.

The contractor shall also maintain worker's compensation insurance to protect employees in case of bodily injury, including death during the entire term of this agreement.

INVOICES FOR SERVICES PERFORMED:

Invoices shall be submitted, to the appropriate City department/division in a timely manner, not to exceed 30 days, after completion of service. All initial invoices submitted for payment shall include, but are not limited to the following:

- Total number of hours worked (labor)
- Location of services performed: Building name, (e.g. City Hall, Safety Bldg., etc.) if applicable, location address, City department/division work was performed for
- City purchase order number and/or bidder's quote number
- Detailed itemized cost of billing for services performed (labor, materials, supplies and related items)

Additional copies of invoices and all supporting documentation shall be provided upon request.

EXCEPTIONS:

Statement of Exceptions to IFB specifications and requirements: Provide a detailed description of any exceptions taken to the requirements of this IFB, including the City Standard Terms and Conditions. Exceptions shall be referenced to the applicable IFB sections. Any other departures from the City's IFB are to be identified and failure to do so shall make the bid non-responsive.

DEFECTIVE WORK:

All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, removed and replaced at the Contractor's expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at his expense.

The City will perform periodic inspections to ensure satisfactory performance. If services are found to be unsatisfactory the City has the right to cancel any/all services immediately, without recourse.

Bidding Company: _____

PREVENTIVE MAINTENANCE – Bi-Annual (twice/year)

City Locations for gates which will require Preventive Maintenance are stated. Additional gates may be added in the future.

*Identify problems associated with the various gate operators/opener in all areas listed below and submit a written quote for repair(s) services. All repair services are to be approved by the City prior to any repair work commencing.

1. Internal sensor – Check for proper operation
2. External Safety Systems – Check for proper operation
3. Gate Caution Signs – Make sure they are present
4. Brake System – Check for proper operation
5. Drive Chain – Check for excessive slack and lubricate
6. Drive Sprockets – Check for set screw tightness
7. Battery back-up – Disconnect power and test battery
8. Gate – Inspect for wear or damage
9. Accessories – Check all accessories for proper operation
10. Electrical – Inspect all wire connections
11. Frame Bolts – Check for tightness
12. Total Unit – Inspect for wear or damage

CURRENT CITY OF DAYTON OH LOCATIONS FOR VARIOUS GATES

Division of Property Management

1. Department of Public Works

- a) Property Management – 325 N Paul Laurence Dunbar St., Dayton OH 45402
Mfr: HySecurity Gate Inc. Model: SlideSmart DC 15 Serial #: SL15-1719-632
115 VAC 50/60Hz 3.0A, 1Phase; 230 VAC 50/60Hz 1.5A, 1Phase

2. Department of Police

- a) West Patrol Operations Division (WPOD) – 951 Washington St, Dayton OH 45402
Mfr: LiftMaster Model: Chamberlain SL585 Serial #: 2814N2486
1 H/P, 16A, 115v, 1Phase
- b) East Patrol Operations Division North (EPOD-N) – 17 E Helena St, Dayton OH 45405
Mfr: Linear Osco Model: HSLG-221 Serial #: 0881155532E
230v, 60 Hz, 2.8 amps, 60Hz
- c) East Patrol Operations Division South (EPOD-S) – 2721 Wayne Ave., Dayton OH 45420
Mfr: HySecurity Gate Inc. Model: SlideSmart DC 15 Serial #: SL15-1553-528
115 VAC 50/60Hz 3.0A, 1Phase; 230 VAC 50/60Hz 1.5A, 1Phase
- d) Central Patrol Operations Division (CPOD) – 248 Salem Ave., Dayton OH 45406
Mfr: Linear Osco Model HSLG-483 Serial #: 0706548516E

Bidding Company: _____



CITY OF DAYTON, OHIO
FENCING PRODUCTS AND RELATED ITEMS AND SERVICES
DEPARTMENT OF WATER
Specifications 2022

SECTION 1 – GENERAL

These specifications are for the purpose of repairing various types of fencing. All materials, equipment, labor and ancillary work necessary to perform the repairs are to conform to these specifications.

All bidders must provide necessary product specifications to facilitate product review.

Upon completion of the fence installation, the Contractor shall remove all waste material resulting from the operation and restore the ground to the original condition.

Contractor may be required by the City of Dayton, Department of Water, at the completion of any repair, to certify that all materials used fully comply with the specifications.

Sites for the Department of Water and various Department Divisions for fencing replacement or repair, include but are not limited to:

3210 Chuck Wagner Lane, Dayton OH 45414
3600 Dayton Park Drive, Dayton OH 45414
1400 Harshman Road, Dayton OH 45431
1915 E. Monument Street, Dayton OH 45402
1044 Ottawa Street, Dayton OH 45402
2800 Guthrie Road, Dayton OH 45417

DEPARTMENT OF WATER / VARIOUS DIVISIONS

- a) Water Supply & Treatment – 3210 Chuck Wagner Ln., Dayton OH 45414
Mfr: Linear Model: HSLG-421 Serial #: 2011601144M
460v, 3 Phase, 60 Hz, 1HP, 1.8 amps
- b) Water Supply & Treatment – 3210 Chuck Wagner Ln., Dayton OH 45414
Mfr: HySecurity Model: Slidesmart DC 15 Serial #: SL15-1352-824
115/230v, 1 Phase, 50/60Hz, 3.0/1.5 amps
- c) Water Supply & Treatment – 3210 Chuck Wagner Ln., Dayton OH 45414
Mfr: Liftmaster Model: P56B76F21 Serial #: 123136M
208-230/460v, 3 Phase, 60/50 Hz, 1HP, 3.2/1.6 amps
- d) Water Supply & Treatment – 3210 Chuck Wagner Ln., Dayton OH 45414
Mfr: Osco Model: HSLG-123 Serial #: 0410535611E
230v, 3 Phase, 60 Hz, 1HP, 4.2 amps
- e) Water Supply & Treatment – 3600 Dayton Park Dr., Dayton OH 45414
Mfr: Osco Model: HSLG-143 Serial #: 0111519602E
460v, 3 Phase, 60 Hz, 1HP, 2.1 amps
- f) Water Supply & Treatment – 3600 Dayton Park Dr., Dayton OH 45414
Mfr: Osco Model: HSLG-143 Serial #: 0111519604E
460v, 3 Phase, 60 Hz, 1HP, 2.1 amps

Bidding Company: _____

- g) Water Supply & Treatment – 3600 Dayton Park Dr., Dayton OH 45414
Mfr: Liftmaster Model: P56B76F21 Serial #: 28612J2
208-230/460v, 3 Phase, 60/50 Hz, 1HP, 3.2/1.6 amps
- h) Water Supply & Treatment – 1400 Harshman Rd., Dayton OH 45431
Mfr: Linear Model: HSLG-421 Serial #: 1804593193M
208/230v, 1 Phase, 60 Hz, 3/4HP, 4.1 amps
- i) Water Supply & Treatment – 1400 Harshman Rd., Dayton OH 45431
Mfr: Linear Model: HSLG-443 Serial #: 0608544855E
460v, 3 Phase, 60 Hz, 3/4HP, 1.4 amps
- j) Water Supply & Treatment – 1915 E. Monument St., Dayton OH 45402
Mfr: Linear Model: GSLG-A-211 Serial #: 1708590924M
115v, 1 Phase, 60 Hz, 1/2HP, 6.1 amps
- k) Water Supply & Treatment – 1915 E. Monument St., Dayton OH 45402
Mfr: Linear Model: GSLG-A-211 Serial #: 1201567726A
115v, 1 Phase, 60 Hz, 1/2HP, 6.1 amps
- l) Water Supply & Treatment – 935 Ottawa St., Dayton OH 45402
Mfr: Osco Model: HSLG-123 Serial #: 0111519601E
230v, 3 Phase, 60 Hz, 1HP, 4.2 amps
- m) Water Supply & Treatment – 1044 Ottawa St., Dayton OH 45402
Mfr: Osco Model: HSLG-143 Serial #: 0111519603E
460v, 3 Phase, 60 Hz, 1HP, 2.1 amps
- n) Water Supply & Treatment – 1044 Ottawa St., Dayton OH 45402
Mfr: Osco Model: HSLG-143 Serial #: 0111519606E
460v, 3 Phase, 60 Hz, 1HP, 2.1 amps
- o) Water Reclamation – 2800 Guthrie Rd., Dayton OH 45417
Mfr: Linear Model: GSLG-A-123 Serial #: 0909558902E
230v, 3 Phase, 60 Hz, 1HP, 3.6 amps
- p) Water Reclamation – 2800 Guthrie Rd., Dayton OH 45417
Mfr: Osco Model: GSLG-A-121 Serial #: 0202521116E
230v, 1 Phase, 60 Hz, 1HP, 4.7 amps

SECTION 2 - MATERIALS

Materials shall be new and products of recognized, reputable manufacturers. Used, rerolled, or regalvanized materials shall not be acceptable unless authorized by the Director of Water or designee.

The use of any manufacture’s name and model or catalog is for the purpose of establishing the standard of quality and illustrative of the general configuration desired, only.

In this specification document, the “or acceptable equal” clause is used to facilitate the bidders to supply an alternative supplier with equal or superior material than explicitly stated. Evaluation of the “acceptable equal” will be at the sole discretion of the City of Dayton. Any substitute material than the explicitly stated City of Dayton preferred material must have sufficient information, specifications, and supporting documents for the City of Dayton to adequately evaluate. Substitute material or any substitute vendor must be clearly identified in the bid package. Cut sheets and manufacturer information must be provided with the bid documents. Failure to comply with these requirements may result in bid disqualification.

All fencing materials shall be manufactured by a common (one) fence manufacturer to ensure uniformity of color and warranty. Fencing will be either a zinc-coated steel, zinc-coated steel with an extrusion bonded vinyl clad coating or an aluminum alloy product and will be specific to the project.

Bidding Company: _____

Material requirements for fencing, unless otherwise specified, will require all steel material to be hot-dip zinc coated on all surfaces with an average weight of not less than 1.8 ounces of zinc per square foot of coated surface area (Grade A) or 0.9 ounces of zinc per square foot of coated surface area for Grade B. All color coated fencing will match the color of the fabric and any posts, braces and rails will meet the above stated requirements prior to color coating.

All vinyl coating shall have an anti-fungus treatment. If within the first year after repairs, fungus growth occurs, this will be sufficient reason for rejection and shall be replaced by the contractor at no cost to the City of Dayton.

Color for any vinyl coated fencing will be Woodland Green or an acceptable equal authorized by the Director of Water or designee.

2.01 FENCE FABRIC

1. General

Stephens Pipe and Steel, Incorporated or an acceptable equal shall provide fencing materials. All materials with an extrusion-bonded vinyl clad coating will comply with A.S.T.M. F668 Class 2A. Color of material shall be Woodland Green or an acceptable equal.

2. Mesh

1 3/4" and 2" mesh shall be used for fences over 4'-0" in height and will be galvanized steel core wire size (9 gauge) and the finished fabric size for vinyl clad coated mesh will be 6-gauge. Fences under 4'-0" in height will use number 11-gauge wire. No alternative bid will be acceptable.

3. Selvage of Fabric

Top edge barbed and bottom edge knuckled on fences over 6'-0" in height. Fabric on fences from 4'-0" to 6'-0" will be knuckled top and bottom and all knuckled fabric loops are to be closed or nearly closed.

2.02 STEEL FRAMEWORK

1. General

Vertical fence posts and all horizontal rails shall be either a zinc-coated steel, zinc-coated steel with an extrusion bonded vinyl clad coating or an aluminum alloy product and will be specific to the project. Vinyl coated galvanized steel pipe will be manufactured in accordance with the RRF191/3D Steel Pipe Specification Grade A or B. Color to match fence fabric.

2. Line Post

- a. Grade (A) vertical intermediate galvanized steel line posts shall have an outside diameter of Pipe 2.375 inches O.D. weighing 3.65 lbs. per linear feet (SCH 40). Color to match fence fabric.
- b. Grade (B) vertical intermediate galvanized steel line posts shall be the same as specified for Class A; however, the weight may differ depending on the manufacture. Product must be an equal to SCH 40 pipe. Color to match fence fabric.

3. End, Corner, and Pull Posts

- a. Grade (A) vertical end, corner, and pull posts shall be galvanized steel pipe 2.875 inches O.D. weighing 5.79 lbs per linear foot.
- b. Grade (B) vertical end, corner, and pull posts shall be galvanized steel pipe the same as specified for Class A, however, the weight may differ depending on the manufacture. Product must be an equal to SCH 40 pipe.

Stretches of fence (more than 500 feet in length) shall have one intermediate pull post with braces in two directions. Size and weight of pull post shall be the same as specified for end/corner posts.

Bidding Company: _____

4. Industrial Gate Posts

Furnish posts to support single gate leaf or one leaf of a double installation for the following gate widths; Class B pipe may be supplied in lieu of SCH 40 pipe.

<u>Leaf Width</u>	<u>Gate Post</u>	<u>SCH 40 Lbs/ L.F.</u>
Up to 6 feet	3" O.D.	5.79
6' to 13'	4" O.D.	9.11
13' to 18'	6 ⁵ / ₈ inches O.D.	18.97

5. Top Rail

The top rail shall be galvanized steel installed in 21' lengths joined by 6" long galvanized steel sleeves and run continuously along top of the fence through openings provided in the line post caps. Provide means for attaching top rail securely to each gate, corner, end, and pull post.

- a. Grade (A) galvanized steel Pipe 1.66" O.D. weighing 2.27 pounds per L.F. (SCH40)
- b. Grade (B) steel pipe the same as specified for class (A), however the weight will differ depending on manufacture. Product must be an equal to SCH 40 pipe.

6. Brace Rail

Brace rail shall be same size and weight as specified for the top rail. Provide means of attaching brace rail securely to each gate, corner, end and pull post. Also use same attaching method on adjacent line posts.

7. Tension Wire

Tension wire is required when top rail is not used. Tension wire is used at the bottom of the fence to secure the fabric. Tension wire will be zinc-coated steel, aluminum-coated steel, polyvinyl chloride (PVC) over zinc-coated steel, or aluminum alloy as specified by the project. Unless otherwise specified, all tension wire will be 7-gauge wire size with an outside diameter of 0.177-inch (+0.005-inch) color to match fence fabric. Provide means of attaching tension wire securely to all terminal posts.

2.03 FITTINGS AND ACCESSORIES

1. General

All fittings and accessories that are vinyl coated will be treated for fungus and manufactured in accordance with the RRF191/4D Specification. (Color to match fence fabric)

2. Caps

Formed steel, malleable or cast iron, or aluminum alloy weather tight caps.

3. Tension Bars

For 1 3/4" and 2" mesh, use 3/16" X 3/4" inch steel. Bars shall be one-piece lengths equal to full height of fabric. Provide one stretcher bar for each gate and end post and two for each corner and pull post. Roll formed posts with integral loops for weaving fabric to posts is acceptable in lieu of tension bars.

4. Brace and Tension Bands

Fabricated from formed steel and 3/4" wide by 1/10th of an inch nominal. Spacing of 15" or less to secure stretcher bars to terminal posts.

5. Truss Rods

Truss rods shall be steel with a 5/16-inch minimum diameter.

6. Wire Ties and Clips

Wire ties or clips will be provided to attach fabric to line posts, top rail, or tension wire. Wire ties and clips will be at intervals of not more than 15" when attaching fabric or line posts and the space interval shall not exceed 24" when attaching fabric to top rails or tension wire.

Bidding Company: _____

7. Barbed Wire Supporting Arms

Pressed steel or cast iron 45-degree ($\pm 5^\circ$) arm for 3 strands of barbed wire. Finish to match fence framework, with provision for anchorage to posts. Supporting arms may be either attached to posts or integral with post top weather cap.

8. Barbed Wire

Two (2) strand, 12 ½ gauge twisted line wires with 14 gauge 4-point round barbs spaced not more than 5" O.C. finish to match fabric. Barbed wire will be zinc-coated steel, aluminum-coated steel, polyvinyl chloride (PVC) over zinc-coated steel, or aluminum alloy as specified by the project.

9. Hog Rings

Galvanized steel PVC coated or appropriate to the project.

10. Rail End Cups

Formed steel, malleable or cast iron, or aluminum alloy.

11. Nuts and Bolts

A.S.T.M. A307, Grade A. Field painted to match fabric color.

2.04 GATES

1. General

Gate frames will be either a zinc-coated steel, zinc-coated steel with an extrusion bonded vinyl clad coating or an aluminum alloy product and will be specific to the project. Vinyl coated galvanized steel pipe will be treated for fungus and manufactured in accordance with the RR-F-191/2D Specification. (Color to match steel coated fabric and framework).

2. Industrial Swing Gates

All steel shall be Grade (A) pipe or Grade (B) steel tubing equal to SCH 40. Size and weight of pipe used for a particular gate frame shall meet the requirements of RR-F-191/2D.

Assemble gate frames by using specially designed corner fittings or welded to form a rigid panel. Fabric shall be fastened in the frame on all sides by means of vinyl-coated steel bands, tension bars and 9 gauge tie wires. See Section 2.02, Item 5 for support post sizing.

3. Industrial Sliding Gates

All sliding gates shall be the manufacturer's standard heavy-duty slide gates. All sliding gates shall be rolling, cantilever slide gates and may include ancillary equipment required to operate automated gates.

Gate track rollers shall be malleable iron or heavy pressed steel construction, with provisions for regular grease lubrication. Ground rollers shall have malleable iron or heavy pressed steel hubs with similar provisions for lubrication. Gate pipe shall be schedule 40 pipe, firmly attached to support posts on 7-foot maximum centers. Rolling gate frames shall be constructed similar to swing gates except diagonal bracing shall reflect different support type.

Cantilever gate rollers shall have heavy malleable rollers, needle or ball bearings with fittings for regular lubrication. Maximum spacing of support posts is 8 feet. Support posts shall be 4-inch diameter, Schedule 40, set 36-inch minimum depth. Top and lower rails of gate shall be 2-3/8 inch OD, Schedule 40 pipe. Vertical support posts shall be on 6 foot maximum spacing, 1-7/8 inch OD by Schedule 40 pipe, all diagonal bracing 1-5/8 inch OD by Schedule 40 pipe, all connections welded and painted.

Provide a latch with a padlock eye as integral part of latch.

4. Hinges

Size and material to suite gate size, non-lift-off type, off set to permit 90 degree gate opening. Provide 1 pair of hinges for each leaf.

Bidding Company: _____

5. Latch

Fork latch for single swing gates and plunger-bar type for double swing gates, both to permit operation from either side of gate, with padlock eye as integral part of latch.

6. Keeper

Provide keeper for all gates, which automatically engages the gate leaf and holds it in the OPEN position until manually released.

2.05 WEED BARRIER

A weed barrier may be required at selected locations. The weed barrier is to be a maintenance free strip centered under the fencing. At a minimum, the strip shall be 24 inches wide by 4 inches deep, lined with landscape fabric or a 6 mill thick black plastic and backfilled with a number 57 stone to the grade of adjoining ground. Weed barrier shall not be installed under any gate openings.

SECTION 3 – EXECUTION

3.01 INSPECTION

Examine alignment and installation conditions. Do not begin work until all unsatisfactory conditions are corrected.

3.02 PREPARATION

Locate and mark post positions. Space line posts equally and at a maximum 10'-0" on center spacing.

1. General

Fence installation or erection shall not begin until the 24" X 4" weed barrier is complete, if this option is a requirement for the project.

2. Excavation

Drill holes for posts in accordance with A.S.T.M. F567 in firm, undisturbed or compacted soil.

3. Post Setting

Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations. Use 3500-PSI concrete ready mix. The top of the concrete footings shall be cone shaped to allow water to run off footing. Wipe all excess concrete off posts.

4. Handling

Handle all material with care. If vinyl finish is damaged, contractor shall replace material at his or her own expense.

5. Brace Assemblies

Install braces so posts are plumb when diagonal rod is under proper tension.

6. Tension Wire

Provide means for attaching tension wire securely to each gate, end, corner and pull post. Fasten fence fabric to tension wire at intervals of 24" O.C. with rings of the same color as the fabric.

7. Fabric

Leave approximately 2" between finish grade and bottom selvage. Pull fabric taut and tie to posts and rails. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.

8. Tension Bars

Thread through fabric and secure to posts with metal brace bands spaced 12" O.C.

9. Gates

Install gates plumb, level, and secure for full opening without interference. Install ground set items in accordance with A.S.T.M. F567. Adjust hardware for smooth operation and lubricate where necessary.

10. Tie Wires

Use hook-shaped wire designed for the diameter of pipe to which it's attaching clasping pipe and fabric firmly in place. Bend ends of wire to minimize hazard to persons or clothing. Space tie wires at intervals of 12" O.C.

11. Fasteners

Install nuts for steel bands and carriage bolts to side of fence opposite fabric side. Peen ends of bolts to score threads to prevent removal of nuts. Color to match fabric.

12. Setting Posts in Rock

Drill holes into solid rock 1" wider than pipe diameter, and 12" deep for end, pull, corner and gateposts, and 10" deep for line posts. Set posts into holes and fill annular space with non-shrink grout.

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 31876-21, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 31876-21.

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

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

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

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

Fax No.: _____