

CITY OF DAYTON, OHIO

AD # 11/17 & 11/24

INVITATION FOR BID
IFB No. 23002D

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

RENTAL SERVICES FOR VARIOUS HEAVY EQUIPMENT AND RELATED ITEMS

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, 2022

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: **11:15 A.M. local (Dayton OH) time on December 8, 2022**

User Agency: Various Departments

Your electronic PDF bid is requested for the following: To establish a firm Price Agreement for Rental Services for Various Heavy Equipment and Related Items with firm pricing from January 1, 2023 through December 31, 2023 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, 2024 through December 31, 2024 and January 1, 2025 through December 31, 2025.

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

Date: _____

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

I.F.B. No. 23002D

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

DESCRIPTION

RENTAL SERVICES FOR VARIOUS HEAVY EQUIPMENT AND RELATED ITEMS

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, 2023 through December 31, 2023?
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, 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.

- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from January 1, 2025 through December 31, 2025) 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.

After Price Agreements have been approved, purchase orders will be issued and/or amended at various times during the year in accordance with the needs of the using Divisions. Purchase orders may be issued to multiple vendors to assure availability of supply on an as needed basis.

City has the right to request price quote(s) prior to placing order for rental equipment.

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

Delivery locations and times for acceptance of delivery will be determined when order is place. Successful bidders shall ensure that all deliveries will be as designated by the City of Dayton.

INSURANCE

INSURANCE REQUIREMENTS - Subsequent to beginning any work with/for the City of Dayton ("City") the successful bidder (s) shall furnish a certificate of insurance giving satisfactory evidence that he/she is keeping in full force and effect during the term of any agreement arising from this bid. Insurance requirements are included in this bid document and requires acceptance by bidder or bid may be subject to disqualification.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

The successful vendor agrees to deliver to the City of Dayton, Division of Purchasing, within 10 days following the award of this bid, one executed copy of a continuing general public liability insurance policy with limits of not less than (\$1,000,000.00) one million dollars. The policy shall be issued by a company licensed to do business in the State of Ohio. Policy must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Ohio or otherwise authorized.

The policy shall name the City, as an additional insured, and shall provide that the policy cannot be cancelled without 30 days written notice to the City of Dayton Purchasing Agent. The vendor shall keep the policy in force through the entire term covered by this IFB.

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

The successful bidder shall maintain insurance that will protect their company from claims under worker's compensation acts and other employee benefits acts for damages because of bodily injury, including death, to their employees. The successful bidder shall have and maintain worker's compensation insurance during the entire term covered by the bid.

AUTOMOBILE LIABILITY INSURANCE

The successful bidder shall have and maintain during the life of the bid, such comprehensive automobile liability (all owned, hired & non-owned) insurance as shall protect the contractor from claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use herewith.

It is a requirement of the City that any contractor, when working for the City, shall agree to defend the City, its officers, board, commission members and employees against claims for damages arising out of the work of the contractor, his subcontractor and/or their perspective employees, servants and/or agents.

The coverage provided shall not be cancelled, reduced in coverage, or allowed to lapse during the entire coverage period of this agreement.

(Signature of Authorized Representative)

(Date)

(Print Name of Authorized Representative)

(Bidding Company Name)

Bidding Company: _____

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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. 23002D Part 1, IFB No. 23002D Part 2, etc.

BID OPENING

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

Topic: Bid Opening- December 8, 2022 Time: 11:15 A.M. Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85473356273>

Meeting ID: 854 7335 6273

One tap mobile

+13052241968,,85473356273# US

+13092053325,,85473356273# US

Dial by your location

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 854 7335 6273

Find your local number: <https://us02web.zoom.us/j/85473356273>

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ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
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HOURS OF OPERATION

Monday through Thursday: _____ Friday: _____

Saturday: _____ Sunday: _____

Please include your company's holiday schedule on separate sheet.

RENTAL SERVICES FOR VARIOUS HEAVY EQUIPMENT

IF RATES ARE SEASONAL, YOU SHALL PROVIDE RATES FOR EACH SEASON AND DENOTE THE SEASON

If required, please provide information on separate sheet listing the related Item Number.

Rates as follows SHALL include, but not limited to, all disposable items and required safety gear.

EQUIPMENT RENTAL RATES - Hourly Rates = per hour Daily Rates = per 8 hour Weekly Rates = per 40 hours

CRANES

The City of Dayton OH shall receive an across the board discount of _____% off rental of other CRANES not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$ _____

Delivery/Pick Up fee for equipment trucked in/out: \$ _____ per round trip

Crane fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$ _____ /gal Type of fuel used: _____

1. Each CRANE - 30 Ton Rough Terrain Hydraulic \$ _____ \$ _____ \$ _____
 With one (1) Operator
 Maximum height(s) lift: _____
 Delivery lead time after request of crane _____ days
 Quantity of this crane in fleet _____

2. Each CRANE - 35 Ton Hydraulic \$ _____ \$ _____ \$ _____
 With one (1) Operator
 Maximum height(s) lift: _____
 Delivery lead time after request of crane _____ days
 Quantity of this crane in fleet _____

3. Each CRANE - 40 Ton Rough Terrain Hydraulic \$ _____ \$ _____ \$ _____
 With one (1) Operator
 Maximum height(s) lift: _____
 Delivery lead time after request of crane _____ days
 Quantity of this crane in fleet _____

Bidding Company: _____

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ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
4.	Each	CRANE - 40 Ton Rough Terrain Hydraulic With one (1) Operator and one (1) Spotter Maximum height(s) lift: _____ Delivery lead time after request of crane _____ days Quantity of this crane in fleet _____	\$ _____	\$ _____	\$ _____
5.	Each	CRANE - 70 Ton Hydraulic With one (1) Operator Maximum height(s) lift: _____ Delivery lead time after request of crane _____ days Quantity of this crane in fleet _____	\$ _____	\$ _____	\$ _____
6.	Each	CRANE - 70 Ton Hydraulic With one (1) Operator and one (1) Spotter Maximum height(s) lift: _____ Delivery lead time after request of crane _____ days Quantity of this crane in fleet _____	\$ _____	\$ _____	\$ _____
7.	Each	CRANE - 85 Ton Conventional With one (1) Operator and one (1) Spotter Maximum height(s) lift: _____ Delivery lead time after request of crane _____ days Quantity of this crane in fleet _____	\$ _____	\$ _____	\$ _____
8.	Each	CRANE - 90 Ton Hydraulic With one (1) Operator and one (1) Spotter Maximum height(s) lift: _____ Delivery lead time after request of crane _____ days Quantity of this crane in fleet _____	\$ _____	\$ _____	\$ _____

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ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
9.	Each	CRANE - 8.5 Ton Industrial (Shuttlelift)	\$ _____	\$ _____	\$ _____
		Maximum height(s) lift:		_____	
		Delivery lead time after request of crane		_____	_____ days
		Quantity of this crane in fleet		_____	

WHEEL LOADERS

The City of Dayton shall receive an across the board discount of _____% off rental of other WHEEL LOADERS not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$ _____

Delivery/Pick Up fee for equipment trucked in/out: \$ _____ per round trip

Wheel Loader fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$ _____ /gal

Type of fuel used: _____

10.	Each	WHEEL LOADER – Articulated	\$ _____	\$ _____	\$ _____
		4 in 1 bucket, 3 ½ yards (721 Case or acceptable equal)			
		Maximum height(s) lift:		_____	
		Delivery lead time after request of wheel loader		_____	_____ days
		Quantity of this wheel loader in fleet		_____	

11.	Each	WHEEL LOADER – Articulated	\$ _____	\$ _____	\$ _____
		Small – bucket size -5 ft through 8 ft			
		Maximum height(s) lift:		_____	
		Delivery lead time after request of wheel loader		_____	_____ days
		Quantity of this wheel loader in fleet		_____	

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ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
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MAN LIFTS

The City of Dayton shall receive an across the board discount of _____% off rental of other MAN LIFTS not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$_____

Delivery/Pick Up fee for equipment trucked in/out: \$_____ per round trip

Man Lift fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$_____ /gal Type of fuel used: _____

12.	Each	MAN LIFT - 24' Electric With One (1) Operator	\$_____	\$_____	\$_____
		Delivery lead time after request of man lift			_____ days
		Quantity of this man lift in fleet			_____

13.	Each	MAN LIFT - 24' Electric Without Operator	\$_____	\$_____	\$_____
		Delivery lead time after request of man lift			_____ days
		Quantity of this man lift in fleet			_____

14.	Each	MAN LIFT - 40' Rough Terrain Boom	\$_____	\$_____	\$_____
		Delivery lead time after request of man lift			_____ days
		Quantity of this man lift in fleet			_____

BOOM LIFTS

The City of Dayton shall receive an across the board discount of _____% off rental of other BOOM LIFTS not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$_____

Delivery/Pick Up fee for equipment trucked in/out: \$_____ per round trip

Boom Lift fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$_____ /gal Type of fuel used: _____

15.	Each	BOOM LIFT - All Terrain Straight 4WD (Diesel)			
		45 Foot	\$_____	\$_____	\$_____
		60 Foot	\$_____	\$_____	\$_____
		Delivery lead time after request of man lift			_____ days
		Quantity of this boom lift in fleet			_____

Bidding Company: _____

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ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
16.	Each	BOOM LIFT - All Terrain Articulating 4WD (Diesel)			
		45 Foot	\$ _____	\$ _____	\$ _____
		60 Foot	\$ _____	\$ _____	\$ _____
		80 Foot	\$ _____	\$ _____	\$ _____
		100 Foot	\$ _____	\$ _____	\$ _____
		120 Foot	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift		_____ days	
		Quantity of this boom lift in fleet		_____	

SCISSOR LIFTS

The City of Dayton shall receive an across the board discount of _____% off rental of other SCISSOR LIFTS not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$ _____

Delivery/Pick Up fee for equipment trucked in/out: \$ _____ per round trip

Scissor Lift fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$ _____ /gal Type of fuel used: _____

17.	Each	SCISSOR LIFT - All Terrain 4WD (Electric)			
		26 Foot	\$ _____	\$ _____	\$ _____
		32 Foot	\$ _____	\$ _____	\$ _____
		40 Foot	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift		_____ days	
		Quantity of this scissor lift in fleet		_____	

18.	Each	SCISSOR LIFT - All Terrain 4WD (Diesel)			
		26 Foot	\$ _____	\$ _____	\$ _____
		32 Foot	\$ _____	\$ _____	\$ _____
		40 Foot	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift		_____ days	
		Quantity of this scissor lift in fleet		_____	

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ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
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DRUM ROLLERS

The City of Dayton shall receive an across the board discount of _____% off rental of other DRUM ROLLERS not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$_____

Delivery/Pick Up fee for equipment trucked in/out: \$_____ per round trip

Drum Roller fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$_____ /gal

Type of fuel used: _____

19.	Each	VIBRATORY ROLLER - 84" Double Ride-on Single Smooth Drum	\$_____	\$_____	\$_____
		Delivery lead time after request of articulating man lift		_____	days
		Quantity of this drum roller in fleet		_____	

FORKLIFTS

The City of Dayton shall receive an across the board discount of _____% off rental of other FORKLIFTS not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$_____

Delivery/Pick Up fee for equipment trucked in/out: \$_____ per round trip

Forklift fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$_____ /gal Type of fuel used: _____

20.	Each	FORKLIFT - 2.5 Ton	\$_____	\$_____	\$_____
		Maximum height(s) lift:		_____	
		Delivery lead time after request of forklift		_____	days
		Quantity of this forklift in fleet		_____	

21.	Each	FORKLIFT - 5 Ton	\$_____	\$_____	\$_____
		Maximum height(s) lift:		_____	
		Delivery lead time after request of forklift		_____	days
		Quantity of this forklift in fleet		_____	

22.	Each	FORKLIFT - 10 Ton	\$_____	\$_____	\$_____
		Maximum height(s) lift:		_____	
		Delivery lead time after request of forklift		_____	days
		Quantity of this forklift in fleet		_____	

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ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
23.	Each	FORKLIFT - 15 Ton	\$ _____	\$ _____	\$ _____
		Maximum height(s) lift:		_____	
		Delivery lead time after request of forklift		_____ days	
		Quantity of this forklift in fleet		_____	

GENERATORS

The City of Dayton shall receive an across the board discount of _____% off rental of other GENERATORS not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$ _____

Delivery/Pick Up fee for equipment trucked in/out: \$ _____ per round trip

Generator fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$ _____ /gal

Type of fuel used: _____

24.	Each	20 kW Generator – 3 phase	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift		_____ days	
		Quantity of this generator in fleet		_____	
25.	Each	55 kW Generator – 3 phase	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift		_____ days	
		Quantity of this generator in fleet		_____	
26.	Each	120 kW Generator – 3 phase	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift		_____ days	
		Quantity of this generator in fleet		_____	
27.	Each	200 kW Generator	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift		_____ days	
		Quantity of this generator in fleet		_____	
28.	Each	300 kW Generator	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift		_____ days	
		Quantity of this generator in fleet		_____	

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ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
29.	Each	400 kW Generator Delivery lead time after request of man lift Quantity of this generator in fleet	\$ _____	\$ _____	\$ _____ _____ days _____
30.	Each	500 kW Generator Delivery lead time after request of man lift Quantity of this generator in fleet	\$ _____	\$ _____	\$ _____ _____ days _____

WELDING EQUIPMENT

The City of Dayton shall receive an across the board discount of _____% off rental of other WELDING EQUIPMENT not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$ _____

Delivery/Pick Up fee for equipment trucked in/out: \$ _____ per round trip

Welding Equipment fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$ _____/gal

Type of fuel used: _____

31.	Each	Welder - Electric Delivery lead time after request of man lift Quantity of this welding equipment in fleet	\$ _____	\$ _____	\$ _____ _____ days _____
32.	Each	Welder – Gas Driven Delivery lead time after request of man lift Quantity of this welding equipment in fleet	\$ _____	\$ _____	\$ _____ _____ days _____

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LABOR RATES FOR WELDERS

Services performed during STANDARD hours per bid forms and specifications

When does a labor rate charge begin? At arrival on jobsite? YES [] NO []

- If NO, please explain exactly when labor rates are to begin: _____

Welder: \$_____ per hour

Is this position Certified? YES [] NO []

What type of Certification: _____

Assistant Welder: \$_____ per hour

Is this position Certified? YES [] NO []

What type of Certification: _____

MISCELLANEOUS EQUIPMENT

The City of Dayton shall receive an across the board discount of _____% off rental of other MISCELLANEOUS EQUIPMENT not listed herein.

Minimum hours for equipment rental: _____ / hr. Permit charge, if applicable: \$_____

Delivery/Pick Up fee for equipment trucked in/out: \$_____ per round trip

Miscellaneous Equipment fuel Included in pricing above: YES [] NO [] If No, fuel cost is \$_____ /gal

Type of fuel used: _____

Miscellaneous Equipment listed below, state item number that fuel applies to: _____

33. Each Compact track loader with attachments \$_____ \$_____ \$_____

Fecon, stump grinder, 4 in 1 bucket, forestry sheers, grapple bucket, auger with bits, sweepster, toothed bucket

Delivery lead time after request of man lift _____ days

Quantity of this track loader in fleet _____

34. Each Track Hoe – Mid-Size \$_____ \$_____ \$_____

Delivery lead time after request of track hoe _____ days

Quantity of this track hoe in fleet _____

Bidding Company: _____

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FAX NO. (937) 234-1600

Date: _____

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

I.F.B. No. 23002D

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

ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
35.	Each	Rubber tire loader with 4 in 1 bucket	\$ _____	\$ _____	\$ _____
		without 4 in 1 bucket	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift			_____ days
		Quantity of tire loader in fleet			_____
36.	Each	Excavator with thumb	\$ _____	\$ _____	\$ _____
		without thumb	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift			_____ days
		Quantity of this excavator in fleet			_____
37.	Each	Mini Excavator	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift			_____ days
		Quantity of this excavator in fleet			_____
38.	Each	Asphalt hot box	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift			_____ days
		Quantity of this asphalt hot box in fleet			_____
39.	Each	Dingo with attachments	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift			_____ days
		Quantity of this dingo in fleet			_____
40.	Each	Walk behind stump grinder	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift			_____ days
		Quantity of this stump grinder in fleet			_____
41.	Each	Slit seeder for tractor	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift			_____ days
		Quantity of this slit seeder in fleet			_____

Bidding Company: _____

BID TO THE CITY OF DAYTON, OHIO
DIVISION OF PROCUREMENT
FAX NO. (937) 234-1600

Date: _____

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

I.F.B. No. 23002D

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

ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
42.	Each	Forestry Mulcher, model HM418C or acceptable equal for a Skid Steer Loader Model #242B3 Delivery lead time after request of man lift _____ days Quantity of this forestry mulcher in fleet _____	\$ _____	\$ _____	\$ _____
43.	Each	Angel Broom Attachment, BA118C or acceptable equal for a Skid Steer Loader Model #242B3 Delivery lead time after request of man lift _____ days Quantity of this angel broom attachment in fleet _____	\$ _____	\$ _____	\$ _____
44.	Each	4000 Watt Towable Light Tower 30 foot Master (Diesel) Delivery lead time after request of man lift _____ days Quantity of towable light tower in fleet _____	\$ _____	\$ _____	\$ _____
45.	Each	Diesel Powered Trash Pump 6" Delivery lead time after request of man lift _____ days Quantity of these large pumps in fleet _____	\$ _____	\$ _____	\$ _____
46.	Each	Portable Air Conditioning Units: 10-14K BTU/1.2 ton, 110 volt \$ _____ \$ _____ \$ _____ 10 ton, 480 volt \$ _____ \$ _____ \$ _____ A/C Ducting: provided size and length of ducting and quantity needed _____ 480 volt power cables: Provided length of cable _____ Delivery lead time after request of man lift _____ days Quantity of portable air conditioning unit in fleet _____			
47.	Each	Elgin Street Sweeper Delivery lead time after request of man lift _____ days Quantity of portable air conditioning unit in fleet _____	\$ _____	\$ _____	\$ _____

Bidding Company: _____

BID TO THE CITY OF DAYTON, OHIO
DIVISION OF PROCUREMENT
FAX NO. (937) 234-1600

Date: _____

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

I.F.B. No. 23002D

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

ITEM NO.	U/M	DESCRIPTION	HOURLY RATE	DAILY RATE	WEEKLY RATE
48.	Each	Pull Behind Leaf Vacuum	\$ _____	\$ _____	\$ _____
		Delivery lead time after request of man lift		_____ days	
		Quantity of portable air conditioning unit in fleet		_____	

Bidding Company: _____

TERMS AND CONDITIONS

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

AFFIRMATIVE ACTION ASSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

COUNTY: _____ STATE: _____ ZIP CODE: _____

FEDERAL I.D. NO.: _____

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

TESTIMONY AND AUTHORIZATION

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

Type or Print Agent Name

Agent Signature and Date

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

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

Section 1. Definitions

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

Section 2. Intent

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

Preferences will be given in the following order:

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

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

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

Section 3. Applying Local & Certified Preference Example

Bid Responses:

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

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

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

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

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

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

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

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

Section 4. Ties

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

Section 5. City Manager Authorization

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

Section 6. Severability

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

Section 7. Expiration

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

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

By informal resolution 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.: _____