

# CITY OF DAYTON, OHIO

INVITATION FOR BID  
**IFB No. 26032AD**

**Purchasing Division  
Room 514, CITY HALL  
101 W. Third St.  
DAYTON, OHIO 45402**

## **HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES Part I of II**

**For Further Information Contact:**

Austin Dickison  
Room 514, CITY HALL  
101 W. Third St.  
Dayton OH 45402  
Phone No. 937-333-4035

Date March 19, 2026

**Nicole Fox**  
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO [bids@daytonohio.gov](mailto:bids@daytonohio.gov) NO LATER THAN: **11:00 A.M. local (Dayton OH) time on April 14, 2026**

User Agency: Various

**Your bid is requested for the following:**

To establish a firm Price Agreement for Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repair Services with pricing to remain firm for the period May 1, 2026 through April 30, 2027 with a possible option to renew, at the City of Dayton's discretion, firm pricing for three (3) additional 12-month periods from May 1, 2027 through April 30, 2030.

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.

Questions: Please submit any and all questions in writing to Austin Dickison at [Austin.Dickison@daytonohio.gov](mailto:Austin.Dickison@daytonohio.gov) no later than 11:00 AM on April 2, 2026. Answers will be posted by end of business on April 7, 2026.

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](mailto: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

E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)

Date: \_\_\_\_\_

I.F.B. No. 26032AD

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

---

---

### Heating, Ventilation, and Air Conditioning (HVAC) Preventative Maintenance and Repair Services Part I of II

**Bidders are required to bid all items of this bid to be awarded. If you cannot bid all items you will be considered non-responsive.**

Both portions of the Heating, Ventilation, and Air Conditioning (HVAC) Preventative Maintenance and Repair Services bid must be completed electronically. Send one original pdf signed bid and one excel spreadsheet electronic via e-mail to: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)

**Please fill in Grey Shaded Areas Electronically using Part II. Part II shall be submitted in EXCEL.**

- Price to remain firm for the period May 1, 2026 through April 30, 2027.
- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from May 1, 2027 through April 30, 2028) at the City's sole discretion?  
Yes  No  If appropriate, 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 May 1, 2028 through April 30, 2029) at the City's sole discretion?  
Yes  No  If appropriate, 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 May 1, 2029 through April 30, 2030) at the City's sole discretion?  
Yes  No  If appropriate, 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

Yes  No  If appropriate, are you a part of a Cooperative Pricing Agreement? Please elaborate in Part II of II.

**Bidder shall provide all product Summary and Specifications related to product(s) and Manufacturer's Warranty with your company's bid response.**

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

"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# \_\_\_\_\_

**BID TO THE CITY OF DAYTON, OHIO**  
**DIVISION OF PROCUREMENT**  
**E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)**

Date: \_\_\_\_\_

I.F.B. No. 26032AD

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

---

---

**DESCRIPTION**

---

---

**BID DOCUMENT**

All bids shall be submitted as a PDF via electronic submission to [bids@daytonohio.gov](mailto: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. 26032AD Part 1, IFB No. 26032AD Part 2, etc.

**BID OPENING**

Topic: CITY OF DAYTON BID OPENING – IFB 26032AD – Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repair Services

Time: April 14, 2026 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

Invite Link: <https://us04web.zoom.us/j/72247711466?pwd=QaW6nfGhiJpTfgLaclcXrfVsl3Fgbx.1>

Meeting ID: 722 4771 1466

Passcode: 2bfh0e



City of Dayton

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

(Per Specifications Attached)

The City understands that every bidder receiving this bid package may not be able to bid on every section or even every item within a section. We ask that you bid on the items which you have available to you. The bid will be awarded to multiple bidders based on best pricing for materials, meeting specifications.

Bidders shall respond to all information requests of this specification in the spaces provided. Failure to do so may be grounds for rejection of bid. **Bidders shall complete the City's bid form as none other will be accepted;** "See attached" to be designated only for additional pricing or information that is not listed in bid below.

If the successful bidder(s) chooses to work other than "regular hours" without City approval, these hours will be paid at the regular rate.

**WORK HOURS:** If the bidder chooses to work other than "regular hours" without City approval, these hours will be paid at the regular rate.

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)

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

If yes, please provide a list of two (2) corporate officers or senior management 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: \_\_\_\_\_

**RESPONSE TIME**

- Contractor and/or a technician from bidder's company will respond back to City requestor's telephone calls within \_\_\_\_\_ hour(s), (minimum not to exceed 2 hours).
- On-site response time for all requested service shall be within \_\_\_\_\_ hours after contractor receives service request from the City, (Minimum not to exceed 8 hours).
- On-site response time for all EMERGENCY requests shall be within \_\_\_\_\_ hours after contractor receives a service request from the City, (minimum not to exceed 2 hours).



**CITY OF DAYTON  
HEATING, VENTILATION AND AIR CONDITIONING (HVAC)  
PREVENTATIVE MAINTENANCE AND REPAIR SERVICES  
IFB NO. 26032AD  
March 2026**

Name of Bidding Company: \_\_\_\_\_

**REFERENCES FOR BIDDING COMPANY**

**List company names, addresses, and telephone numbers for at least three (3) references presently or previously served by your Company for IFB No. 26032AD. Do not use the City of Dayton as a reference.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



**CITY OF DAYTON  
HEATING, VENTILATION AND AIR CONDITIONING (HVAC)  
PREVENTATIVE MAINTENANCE AND REPAIR SERVICES  
IFB NO. 26032AD  
March 2026**

Name of Bidding Company: \_\_\_\_\_

**KEY PERSONNEL**

Bidder shall provide background, experience and brief resumes and/or qualifications of personnel who will be primarily involved in servicing the City's HVAC equipment. Include any certifications earned, special training taken, and memberships in professional groups.

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Years of Service: \_\_\_\_\_

Certifications: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Years of Service: \_\_\_\_\_

Certifications: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Years of Service: \_\_\_\_\_

Certifications: \_\_\_\_\_

Email Address: \_\_\_\_\_



**CITY OF DAYTON  
HEATING, VENTILATION AND AIR CONDITIONING (HVAC)  
PREVENTATIVE MAINTENANCE AND REPAIR SERVICES  
IFB NO. 26032AD  
March 2026**

Name of Bidding Company: \_\_\_\_\_

**SUBCONTRACTORS**

Bidders shall not subcontract work on any City equipment and/or facilities without prior notification and consent by the requesting City department/division. This prior approval is required for each job proposed to be subcontracted.

If applicable, provide a listing of potential subcontractors and services, that bidder may subcontract with, under any resulting agreement.

**Potential Bidder Subcontractors**

**Potential services to be subcontracted (e.g. coil cleaning, air filter changes, etc.)**

\_\_\_\_\_  
Sub Contractors Name

\_\_\_\_\_  
Services

\_\_\_\_\_  
Location: Address/City

\_\_\_\_\_  
Services

\_\_\_\_\_  
Sub Contractors Name

\_\_\_\_\_  
Services

\_\_\_\_\_  
Location: Address/City

\_\_\_\_\_  
Services

\_\_\_\_\_  
Sub Contractors Name

\_\_\_\_\_  
Services

\_\_\_\_\_  
Location: Address/City

\_\_\_\_\_  
Services



**CITY OF DAYTON  
HEATING, VENTILATION AND AIR CONDITIONING (HVAC)  
PREVENTATIVE MAINTENANCE AND REPAIR SERVICES  
IFB NO. 26032AD  
March 2026**

Name of Bidding Company: \_\_\_\_\_

**QUALIFICATIONS: LICENSE/CERTIFICATIONS**

Bidders must have the capability and capacity in all respects to fully satisfy any resulting contractual requirements. Indicate the length of time you have been in business providing this type of service and/or product: \_\_\_\_\_ Years, \_\_\_\_\_ Months.

Successful bidder(s) must be licensed and bonded and, if applicable, be certified by the Environmental Protection Agency (EPA) as having a universal certification for ChloroFluoroCarbon (CFC) Freon Recovery, contractors performing CFC., recovery, recycling and recharging shall maintain an EPA required manifest of CFC usage at City facilities. A copy of this manifest will be provided to the City of Dayton within 10 days of request from Purchasing Agent, departments and/or divisions.

**Bidders license and certifications: (if not applicable, note N/A, do not leave blank).**

- CFC Certification Number \_\_\_\_\_  
(Required for bidding all units with CFC's)
  - City of Dayton Heating Contractor License Number\* \_\_\_\_\_  
(Required of all bidders: \* Copy of license to be submitted with bid.)
  - State of Ohio Boiler Contractor Certification of Registration: \_\_\_\_\_
  - State of Ohio Certification for HVAC (optional) \_\_\_\_\_
  - State of Ohio Certification for Hydronics (optional) \_\_\_\_\_
- All Certifications and licenses shall remain current and in effect through the entire term of any price agreement established based on this IFB.



**CITY OF DAYTON**  
**HEATING, VENTILATION AND AIR CONDITIONING (HVAC)**  
**PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**  
**SPECIFICATIONS AND REQUIREMENTS**  
**IFB NO. 26032AD**  
**March 2026**

The City of Dayton OH (City) is seeking to establish price agreement(s) with qualified, responsive, and cost effective Heating, Ventilation and Air Conditioning (HVAC) service providers to maintain and repair a wide variety of HVAC equipment and systems throughout the City. Bidder's services shall provide routine maintenance, repair and emergency services on a continuous 24 hour, 7 day a week basis as needed for all buildings and structures under the control of the City of Dayton OH.

**Exceptions:** Exceptions, variances or deviations to any Specification shall be listed on a separate sheet and must be submitted with your company's bid. Any deviation from this request shall be clearly stated in your response to this IFB detailed explanations of reason shall be provided.

Provide a detailed description of any exceptions taken to the requirements of this IFB. Exceptions shall be referenced to the applicable section/sub-section numbers. Any other departures from the City's IFB are to be identified and failure to do so shall make the bid non-responsive.

This bid is designated as optional use for all City agencies; as a result using agencies are not required to utilize this bid to procure the items listed herein. If an agency determines that purchasing of the listed items(s) is not in their best interest, such may be purchased elsewhere. 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.

### **GENERAL**

These specifications are to provide facilities owned and/or operations by the City with preventative and emergency maintenance and repairs on existing HVAC systems on an as needed basis. This price agreement may be utilized for any/all City Departments.

All necessary permits and licenses required to complete the jobs are the responsibility of the Bidder.

Should the City request price quote(s) for specific services, all costs or fees, including but not limited to, environmental disposal fees, pick-up or transportation fees, fuel surcharges, equipment use, etc., shall be included in quote.

In the event that a HVAC component(s) cannot be repaired within a reasonable cost as agreed upon by the City, formal specifications may be prepared and the normal procedures for public bidding may be used. Prevailing wages shall be in accordance with the State of Ohio Prevailing Wage Threshold Levels.

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).

The successful bidder(s) and his workers are cautioned to use extreme care to protect all property from damage during the course of this work and shall protect all adjacent areas and structures such as fences, posts, sidewalks, buildings, vegetation, etc. Any damage, including damage to finished surfaces, resulting from the performance of any resulting agreement shall be repaired to the City's satisfaction at the Contractors cost.

### **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 unit: Building name, (e.g. City Hall, Safety Bldg., etc.), address, floor, department and location in department (e.g. unit located in closet, next to room 123)
- Type of Unit, manufacturer name and serial number of unit serviced
- Warranty Card, if applicable

- Detailed itemized cost of billing for services performed (materials, parts, supplies and related items).
- Copies of supplier invoices for materials, parts, consumables, and equipment replaced or replenished.
- Air Filter sizes

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

### **SERVICE HOURS**

Regular Service hours shall be performed between 6:00 A.M. and 6:00 P.M. Monday through Friday, excluding holidays. Overtime rate shall not exceed 1 ½ times the regular hourly rate. Any overtime work shall be pre-approved by appropriate department/division. Work hours for City departments/divisions may vary and will be determined by the City location(s) being serviced.

### **PREVENTATIVE MAINTENANCE**

Bidders shall perform preventive maintenance on a wide variety of HVAC operational and critical equipment and components. Intervals of service shall be determined by the requesting City department/division.

Preventative Maintenance shall include a written diagnosis listing the major areas of investigation to be followed in diagnosing all types of problems with air conditioning systems and heat pump equipment. Bidder shall maintain and provide an itemized checklist of all equipment maintained, services performed, parts replaced, unit location, manufacturer, model, serial number, and any findings. This information shall be attached to remittances/invoices for services provided.

The City reserves the right to request a price quote for services prior to the start of work. Should a price quote be requested, successful bidder shall present price quote for approval and acceptance by the City's designated representative. No additional costs or fees, including but not limited to, fuel surcharges, freight & handling, travel, etc., shall be assessed or billed to the City by the successful bidder.

All preventive maintenance work is to be performed during City's 'regular service hours, Monday through Friday, between the hours of 6:00 A.M. and 6:00 P.M. unless otherwise scheduled. Successful bidder(s) shall provide a minimum of twenty-four (24) hour prior notification of any scheduled preventive maintenance service, to the requesting City department/division location.

### **Preventative maintenance shall encompass, but is not limited to the following:**

- Provide filter changes for all air handlers (For all filter changes, vendor shall note on bill/invoice, location of unit serviced, type, manufacturer and size of filter. Also, any and all air filter frames supplied or constructed by the successful bidder(s) for use in City equipment under any resulting agreement(s), shall become the property of the City of Dayton. Any frames supplied or constructed for City units, shall be designed and constructed to accommodate standard size filters).
- Provide unit heater filters in fall.
- Provide convection unit filters twice a year prior to heating/cooling season.
- Check belts, pulleys and bearings.
- Replace cracked/worn belts.
- Check motor amps and volts.
- Lube motor and fan bearings. Check operation and control.
- Lubricate hot water, chilled water, cooling tower, and domestic water circulating pumps per manufacturer's specs.
- Clean the outside of all equipment.
- Check/clean burners and gas pilot.
- Inspect heat exchanger.
- Inspect safeties and controls. Calibrate any controls.
- Clean condensate drain and provide anti-bacterial tablets for pans.
- Clean all condenser coils and evaporator coils.
- Check any economizer operation.
- Check refrigeration cycles at condenser.
- Provide refrigerant if needed and supply leak report.
- Check drive couplers for tightness and wear.
- Complete seasonal changeovers.
- Provide any necessary fluids, chemicals, etc., needed during inspection.

Replacement of any consumable items required for preventative maintenance noted above, e.g. belts, hoses, lubricants, and any necessary fluids shall not be billed in excess of the cost(s) stated in bid pricing above.

## **REPAIRS**

If at any time during preventative maintenance or other services, a bidder(s) discovers/observes a unit in need of repair, the bidder(s) shall notify the requesting City department or division within 24 hours of detection.

- Nature of the repair,
- Unit location and information
- If proposing repairs, bidder(s) must supply an estimate of total cost of the repair (material, labor and equipment).

All cost associated with repairs shall be included with the quote(s) for no additional costs shall be paid by the City if not stated in quote(s). Costs shall not include charges for vendor tools or equipment usage.

Successful bidder(s) shall receive prior approval by the appropriate City department/division before performing repairs.

## **AIR FILTER REPLACEMENT/CHANGES**

The City is seeking separate pricing for various City divisions/departments for air filter replacement/changes (only), for various HVAC units with air filtration systems. Intervals of service shall be determined by the requesting City department/division.

Air filter replacement/changes successful bidder(s) shall submit to the City on all invoices/remittances, the location of unit serviced, type, manufacturer and size of filter. Also, any and all air filter frames supplied or constructed by the bidder(s) for use in City equipment under any resulting agreement(s), shall become the property of the City of Dayton. Any frames supplied or constructed for City units, shall be designed and constructed to accommodate standard size filters.

## **COIL CLEANING**

The City is seeking separate pricing for various City department/divisions for coil cleaning services (only). This shall included but not be limited to servicing HVAC units that have condenser coils, evaporation coils, fin tubes and/or exposed tubing used for heat exchange processes. Intervals of service shall be determined by the requesting City department/division.

Coil cleaner successful bidder(s) shall examine unit for obvious repairs and notify the requesting user department or division within 24 hours of observation. Notification shall include location and model of unit.

## **DISPOSAL**

The City shall reserve the right to inspect and/or collect all parts removed or replaced by successful bidder(s). Should City decide that an item shall not be disposed of; the disposal responsibility becomes that of the City. Once all parts, materials, HVAC systems, etc. are removed and examined by City, disposal of all materials shall be the responsibility of the successful bidder(s) unless otherwise instructed by the City.

For all materials designated for disposal by the City, the successful bidder(s) shall clean up and properly dispose of and/or remove any excess materials and debris resulting from and/or associated with the work. 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 services shall be in accordance with both the State of Ohio and City of Dayton ordinances.

Successful bidder(s) is responsible for maintaining a clean and safe area. Removal and disposal of all waste shall be done by the bidder(s) on a continuous daily basis and as soon as possible.

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 Successful bidder(s) shall be responsible to remove all debris and excess material and dispose of in City designated area(s) from the job sites. All work areas will be properly cleaned and returned to acceptable condition per the designated City departments. Successful bidder(s) is responsible for removal and disposal of all debris associated with each or all job sites

## **WARRANTY**

There shall be a minimum of 90 days warranty on parts and labor (without manufacturer warranty). Major components and equipment or entirely replaced units shall include a minimum one (1) year parts and labor warranty, or manufacturer warranty whichever is greater. The successful bidder(s) shall be responsible for accomplishing all warranty repairs during the contract period and after the expiration of the contract period, if a warranty is still in force. Replaced parts that are still under warranty shall have a warranty card attached to remittance/invoice to the City. All warranties are to be in the City's name.

## **ADDITIONAL REQUIRMENTS**

### **UNSATISFACTORY PERFORMANCE**

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

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 of this Agreement.

The City may consider the following performance by the contractor as unsatisfactory performance:

1. In excess of one service "call back" to correct the same problem within 30 consecutive calendar days.
2. In excess of one instance within one calendar year of contractor personnel assigned to an authorized service call, and not having the skill or knowledge to diagnose the problem and/or perform the repair.
3. Proceeding with service work prior to providing a requested price quote for services. Should a price quote be requested, successful bidder shall present price quote for approval and acceptance by the City's designated representative.

### **TERMINATION**

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

- Substantial evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time frame;
- If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extensions of time is provided, to supply enough properly skilled workers or proper materials;
- If Contractor persistently disregards laws, ordinances or the instructions of the City, or otherwise be in substantial violation of any provisions of the Contract;
- Failure of the Contractor to promptly make good any defects in materials or work or any defects of any other nature, the correction of which has been directed in writing by the City.

Prior to termination of the contract, the Contractor shall be notified in writing by the City of the condition, which makes termination of contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the contractor to correct the conditions, the City may declare the contract terminated and notify the Contractor accordingly. Upon receipt of notice of contract termination, the Contractor shall immediately discontinue all operations.

The City reserves the right to take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City. Termination of the contract under this section is without prejudice to any other rights or remedies of the City.

## **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.

## **CONTRACT TITLE**

Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

## **INSURANCE**

The successful bidder/Contractor shall not commence work under this Invitation for Bid (IFB) until insurance coverage has been obtained and approved by the City of Dayton, Ohio.

During the term of this Agreement, Contractor shall provide and maintain, at its sole cost and expense, no less than the following amounts or greater when required by Laws and Regulations:

1. General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
2. Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
3. Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
4. Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
5. Worker's Compensation and Employers' Liability Insurance

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 comprehensive general 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 this IFB.

The Insurance shall be issued by an insurance company authorized to conduct business in the State of Ohio and have an AM Best rating of "A-VII" or better. Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insured, but only to the extent of the policy limits stated herein. All insurance policies required by this article shall be subject to a required hereunder thirty (30) days advance written notice of cancellation or diminution of coverage to the City. Cancellation of insurance will constitute a default, which, if not remedied within the thirty (30) day notification period shall cause immediate termination by the City.

Contractor also shall carry and maintain during the performance of this agreement, Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City prior to commencement of services by contractor.

## **CONDITIONS AT SITE, BUILDING OR STRUCTURE**

Bidders shall visit the contract work site and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site, building or structure, and the character and extent of existing work within or adjacent to the site. Claims, as a result of failure to do so, will not be considered by the City.

## **AWARD**

All items listed in this solicitation will be awarded on the basis of a firm fixed price to the lowest and best responsive and responsible bidder(s) meeting qualifications and specifications as noted in this solicitation. Bidder location(s), availability and past performance history will be factors in award. Multiple awards may be issued as a result of this solicitation.

## **CONFLICTS**

Conflicts, if any, between the City's terms and conditions as presented in this IFB and any resulting contract, shall be resolved in favor of the City's bid and standard terms and conditions.

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: [www.daytonohio.gov/bid](http://www.daytonohio.gov/bid)

**BID TO THE CITY OF DAYTON, OHIO**  
**DIVISION OF PROCUREMENT**  
**E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)**

Date: \_\_\_\_\_

I.F.B. No. 26032AD

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

---

---

**Heating, Ventilation, and Air Conditioning (HVAC) Preventative Maintenance and Repair Services**  
**SUSTAINABLE PROCUREMENT POLICY**

The City of Dayton acknowledges its responsibility to reduce harm to human health and the environment while fostering a vibrant community and economy. To help achieve these goals, the City has adopted an optional sustainable procurement policy. *The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote and encourage the City's commitment to the environment and human health.*

*The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.*

*As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment.* In addition, the City may request, though optional to the vendor, that vendors voluntarily share environmental information related to the bid such as annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant data. This would help the City better understand the environmental impacts of its procurement decisions.

*The City will do this within its financial ability and affordability.*

Our company offers sustainable products and pricing within this submitted proposal:

YES

NO

Our company offers comparable sustainable products not submitted in this proposal:

YES

NO

*If YES, please consider submitting documentation and/or certifications to verify the products environmental and economic impacts with your proposal.*

## 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. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **CONTRACTOR:** Contractor acknowledges its employees are not public employees for purpose for Ohio Public Employees Retirement System ("OPERS") membership.
27. **VENUE:** Vendor agrees that all suits or special proceedings pertaining to or arising from this Purchase Order shall be brought exclusively in a court of competent jurisdiction located in Montgomery County, Ohio. Vendor hereby consents and submits to the exclusive jurisdiction of such court. Vendor agrees that no legal action, suit or proceeding with respect to this Purchase Order may be brought in any other forum.
28. **VENDOR WARRANTIES AND GUARANTEES THAT:** (a) all services provided shall be performed in a timely, efficient, and professional manner; (b) all personnel assigned to perform services shall have the necessary skill and training; and (c) services shall be performed in a manner consistent with the standard of care in the industry. The Vendor shall fully warrant and guarantee the effectiveness, fitness for purpose intended, quality and merchantability of any services or work performed. This shall be in addition to any other warranty, guarantee, or remedy provided by law or otherwise.
29. **TERMINATION:** The City may, at any time, upon twenty days written notice to the contractor, terminate this purchase order in whole or in part for the City's convenience and without cause. The contractor shall not be entitled to any profit or overhead for the materials, equipment or services not performed.

## 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:

[Affirmative Action Assurance | Dayton Human Relations Council](#)

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

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

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

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

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

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

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

**Check one**     Yes     No     Please contact me

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

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

FEDERAL I.D. NO.: \_\_\_\_\_

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

**I. TESTIMONY AND AUTHORIZATION**

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

\_\_\_\_\_  
Type or Print Agent Name

\_\_\_\_\_  
Agent Signature and Date

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

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

### Section 1. Definitions

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

### Section 2. Intent

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

Preferences will be given in the following order:

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

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

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

### Section 3. Applying Local & Certified Preference Example

Bid Responses:

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

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

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

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

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

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

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

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

### Section 4. Ties

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

### Section 5. City Manager Authorization

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

### Section 6. Severability

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

### Section 7. Expiration

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

PRODUCT MANUFACTURE LABOR STANDARDS  
VENDOR COMPLIANCE FORM

By informal resolution 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.: \_\_\_\_\_

Email: \_\_\_\_\_

## DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, “affiliated” means directly or indirectly controlling, controlled by, or under common control, with “control” meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

If your response is “YES” please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

### Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

(2) Been the subject of:

- (i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
- (ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

- (i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
- (ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

(5) Committed a violation(s) for wage theft or payroll fraud that caused a firm to be added to the debarment list of any level of government:

Wage Theft:

- (i) Violation of State Prompt Pay Statute (ORC 4113.61)
- (ii) Violation of Ohio Minimum Fair Wage Standards Act (ORC Chapter 4111) & Ohio Constitution, Article II, §34a)
- (iii) Violation of State Minors' Wage & Hours Laws (ORC Chapter 4109)
- (iv) Violation of State Prevailing Wage Laws (ORC Chapter 4115)
- (v) Violation of Sale of Merchandise or Required Purchase Prohibition (ORC 4113.17 & 4113.18)
- (vi) Retaliation for Reporting Violations Believed to be Criminal Offense (ORC 4113.52)
- (vii) Failure to Timely Pay Subcontractor or Materialmen (ORC 4113.61)
- (viii) Violation of Federal Prevailing Wage Laws (Davis Bacon and Related Acts)
- (ix) Violation of City Living Wage Ordinance
- (x) Other

Payroll Fraud:

- (i) Tax Evasion or Tax Fraud
- (ii) Misclassification of Employees
- (iii) Unreported or Underreported Payment of Wages
- (iv) Cash Payment without Record of Reporting or Withholding
- (v) Other

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.