

CITY OF DAYTON, OHIO

AD # 06/29 & 07/06

INVITATION FOR BID
IFB No. 21031D

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

19,500 LB GVW TRUCK CHASSIS, UTILITY BODY AND STICK BOOM CRANE

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 June 29, 2021

Melissa A. Wilson, CPPB
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO bids@daytonohio.gov
NO LATER THAN: **4:00 P.M. local (Dayton OH) time on July 29, 2021**

User Agency: Department of Water; Division of Water Utility Field Operations
Req Number(s): WT1WW128

Your electronic PDF bid is requested for the following: To establish a firm pricing for 19,500 LB GVW Truck Chassis, Utility Body and Stick Boom Crane.

For additional information on this IFB, please contact the Division of Procurement, Donita Jo Garner at 937-333-4035.

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

All Vendors must submit a current copy of their W-9 with the Bid. If you have not registered with the City of Dayton, please complete and submit your complete Vendor Application form. Forms must be on file with the City of Dayton before any Purchase Order or contract can be awarded with your company.

Forms can be found on the City of Dayton's website at: <http://www.daytonohio.gov/781/Doing-Business-With-the-City-of-Dayton>

Submit one (1) signed original PDF of bid to bids@daytonohio.gov with IFB number in "Subject" line. All supplemental documentation shall be included with the original.

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

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by contacting the Procurement office and will be available online once the award has been made. All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B. Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Dayton is exempt from payment of federal excise taxes and state retail sales taxes (Ohio Vendor's License No. 57-15847).

Multi-year orders are valid only if funds are available in succeeding years.

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Dayton reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which in the judgment of proper officials, is to the best interest of the City.

The City of Dayton reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list. We are not permitted to accept telephone bids or Fax bids.

BIDDER'S PLEASE NOTE: Your signed equal opportunity "Affirmative Action Assurance" form (available at Human Relations Council, 371 W. Second St., Suite 100, Dayton, Ohio 45402--Phone No. 937-333-1403) must be on file with the City of Dayton before an order or contract can be issued.

Please complete and return promptly to the Human Relations Council.

BID TO THE CITY OF DAYTON, OHIO

DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: bids@daytonohio.gov

Date: _____

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

I.F.B. No. 21031D

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

ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE
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19,500 LB GVW TRUCK CHASSIS, UTILITY BODY AND STICK BOOM CRANE

(PER SPECIFICATIONS ATTACHED)

1.	1	Each	19,500 LB GVW Truck Chassis, Utility Body and Stick Boom Crane Condition: New	\$_____ / each
		More or Less		

Model Year: _____

Mfr., Make, and Model bid: _____

Please specify the warranty period and coverage: _____

Delivery Date: _____ days after receipt of order.

Is pricing associated with any Cooperative Purchasing Program? YES [] NO []

IF YES, please provide name and contract number of the Cooperative Purchasing Program. _____

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

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

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF DAYTON SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

"I certify the bidding entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages." [] YES [] NO

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: _____% 10th Proximo.
Leave blank if your terms are Net 30 Days.

Delivery will be made within _____ calendar days after receipt of order.

Prices quoted will remain firm for acceptance with- in **90** calendar days after bid opening unless other- wise stated.

Bidding Company _____

Address : _____

City State Zip Code

Email address to send Purchase Order to:

By: _____
(Please Print or Type) Name and Title

Signature: _____

Phone No. _____/FED. ID# _____

Fax No. _____

BID TO THE CITY OF DAYTON, OHIO

DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: bids@daytonohio.gov

Date: _____

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

I.F.B. No. 21031D

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ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE
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MANUALS

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

2.	1	Set	Service Manuals	\$_____ /per set
	More or Less			

Type of Service Manuals Bid:

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 designate in the "Subject", your bid response as multiple "Parts", i.e. IFB No. 21031D Part 1, IFB No. 21031D Part 2, etc.

BID OPENING

The bid opening will be using ZOOM and the login information is:
Topic: Bid Opening - July 29, 2021 Time: 4:00 P.M. Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85753533053>

Meeting ID: 857 5353 3053

One tap mobile

+13126266799,,85753533053# US (Chicago)

+19294362866,,85753533053# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 857 5353 3053

Find your local number: <https://us02web.zoom.us/j/85753533053>

Bidding Company: _____

BID TO THE CITY OF DAYTON, OHIO

DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: bids@daytonohio.gov

Date: _____

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

IFB No. 21031D

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

DESCRIPTION

Statement of Equipment Option(s) - additions and/or deductions that are available to the City of Dayton but are not included in pricing stated above: Provide a detailed description and pricing, if appropriate, of equipment option(s) available that is offered but not listed in Specifications attached. All options listed must be acceptable for product(s) and/or service(s) requested in this bid.

*Use the area below to note any alternatives to the equipment specified and pricing associated with each equipment option. IF, additional equipment is required and/or must be purchased in conjunction with alternative or optional equipment, it must be specified at time of bid. Use additional pages if necessary.

Bidding Company: _____



**City of Dayton, Ohio
Invitation For Bid (IFB) No. 21031D**

19,500 LB GVW TRUCK CHASSIS, UTILITY BODY AND STICK BOOM CRANE

REFERENCES FOR BIDDING COMPANY

Name of Bidding Company: _____

Names, addresses, and telephone numbers for at least three references presently or previously served by your firm for IFB No. 21031D. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



City of Dayton

Specifications For a

19,500 LB GVW Truck Chassis, Utility Body and Stick Boom Crane (Hydrant Truck)

Bidding Company: _____

**Specifications
For a
19,500 LB GVW Truck Chassis,
Utility Body and Stick Boom Crane**

It is the intent of these specifications to describe a four-wheel drive conventional truck chassis rated at a minimum of 19,500 pounds GVW to be equipped with a corner mounted, stick boom crane and crane body.

BIDDING INSTRUCTIONS

Submittal of a bid response shall represent that all equipment to be furnished is new and unused and that bidder assumes all responsibility for general design, construction, weight distribution and fitness for use by the City of Dayton, Division of Water Utility Field Operations in their daily operations.

Each bidder is required to respond to every blank in this specification with an appropriate explanation of the nature and type of equipment bid. Failure to do so may be used as a basis for rejection of the bid.

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

The silence of these specifications as to any details or the omission from them of a detailed description concerning any point shall be regarded as meaning that only quality material and the correct type, size and design are to be used. All workmanship is to be of first quality. All interpretations of these specifications shall be made upon the basis of this statement.

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

It shall be the successful bidder's responsibility to advise the Fleet Manager of the Division of Fleet Management of any deviation from the bid submitted as discovered in production or through the inspection of the various components before assembly.

It is the bidder's responsibility to furnish a completed unit that will comply with all Federal, State and Local requirements governing design, noise levels, brakes, lights and safety features.

EXCEPTION AND/OR ACCEPTABLE EQUAL REQUESTS

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

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

Bidding Company: _____

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

WARRANTY

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

It shall be the successful bidder's responsibility to provide for local warranty service for the completed unit. It shall be required of the bidder to furnish names of company and person to be contacted for warranty service. Acceptance of warranty offered will be contingent upon approval of the Fleet Manager of the Division of Fleet Management. Warranty is of prime importance in determining the lowest and best bid.

DELIVERY

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

The City of Dayton's delivery needs are as follows:

Unit(s) built to specification number **SPEC-21-WUFO-H-HYDRANT TRUCK** delivered **90 days** after receipt of order(s) **and** the arrival of the chassis. Time is of the essence. Delivery times stated in bids may be a factor in recommending award and shall be considered a contractual obligation of any award made by the City.

All vehicles are to be delivered with the fuel tank at least ¼ full and temporary license plates.

Bidding Company: _____

**SPECIFICATIONS
FOR A
19,500 LB GVW TRUCK CHASSIS**

NOTICE TO ALL BIDDERS

It is required of all Bidders to respond in detail to each paragraph of this specification in the spaces provided. Failure to do so may be grounds for rejection of bid from consideration. Responses such as: 'Per attached specifications, see attached literature, as specified, meets specifications,' etc. shall not be considered adequate responses by the City and, therefore, may cause bid rejection.

TYPE:

The unit bid shall be a diesel powered, conventional type, four-wheel drive truck chassis suitable for use with a utility type crane body and corner mounted boom crane.

Make and model of the unit bid:

GVW:

Minimum **19,500** pound GVW rating

GVW rating of unit bid _____

C.A. Dimension & Wheel Base

The chassis shall be suitable for mounting a minimum 11-foot crane body and have a minimum **84-inch C.A.** or as required for the arrangement and configuration of the equipment bid.

C.A. dimension of unit bid _____

Wheelbase of unit bid _____

FRAME:

The frame rails shall be preferably of the single rail type. Frame rails reinforced by the addition of an inner or outer liner must have the liner extend from the front of the front spring rear hanger to the rear of the rear spring rear hanger (other frame and reinforcement arrangements may be considered based on application and R.B.M.). The frame bid shall provide for a minimum RBM of 360,000 inch pounds. In addition, the frame shall be equipped with front tow hooks.

NOTE: May be used to determine best bid.

Bidding Company: _____

Description of frame bid including configuration, type or reinforcement, tensile strength, section modulus, and RBM:

FRONT AXLE, SUSPENSION, & STEERING:

The unit bid shall be equipped with the standard front suspension with heavy-duty shock absorbers, stabilizer bar, and power steering.

Comply ____ yes ____ no

Front axle rating of unit bid _____

If no, state exception:

TIRES & WHEELS:

The unit shall be equipped with seven (7) minimum size **225/75R19.5F** tires with powder coated steel wheels. The front and spare tires are to be highway type tread design, and the four (4) rear tires to be of an "on and off" highway type tread design.

Description of tires bid:

REAR AXLE & SUSPENSION:

The rear axle and suspension shall be with the standard rear suspension with multi-leaf springs, heavy-duty shock absorbers, and stabilizer. Rear axle ratio shall be approximately **3.73 to 1**.

Comply ____ yes ____ no

Rear axle rating of unit bid _____

Bidding Company: _____

If no, state exception:

BRAKES:

Hydraulic power anti-lock brakes with a reserve system and parking brake.

Comply ____ yes ____ no

If no, state exception:

FUEL TANK:

Minimum capacity of 30 gallons; greater capacity preferred, if available.

Fuel tank capacity bid:

Bidding Company: _____

ENGINE:

Diesel having a minimum of **300** gross B.H.P. and **520** foot pounds torque equipped with the following:

- Full range governor
- Oil filter
- Magnetic drain plug
- Oil level sensor
- Fuel filter
- Heated fuel-water separator
- Engine oil cooler
- Fuel system hand priming pump
- Heavy-duty air cleaner with restriction indicator
- Heavy-duty cooling system with the standard thermostat
- Coolant protection to - 40 F.° using long life coolant
- Silicon cooling system hoses
- Thermostatically controlled clutch fan
- Charge air cooler, if turbo charged
- Electronic throttle control to be used with the PTO
- Automatic shut down system with override, warning light, and buzzer for high coolant temperature and low oil pressure
- Thermostatically controlled 110-volt engine block heater with a maximum rating of 1000 watts and a receptacle mounted in front bumper

Please provide the following information for the unit bid:

Displacement _____ Horsepower _____ Torque _____

Comply ____ yes ____ no

If no, state exception:

BATTERY:

Heavy-duty dual batteries with a minimum rating of **1400 CCA**

Description of battery bid:

Bidding Company: _____

ALTERNATOR:

12 volt with maximum output not less than 135 amps.

Description of alternator bid

TRANSMISSION AND TRANSFER CASE:

The unit shall be equipped with a minimum heavy-duty 5-speed automatic overdrive transmission with a 2-speed transfer case, skid plate, parking pawl, PTO provision capable of producing 40 H.P., and an auxiliary air to oil cooler. The transfer case shall be capable of shifting while the vehicle is moving and shall be controlled by a dash-mounted switch.

Comply ____ yes ____ no

If no, state exception:

INTERIOR:

The unit shall be equipped with the manufacturer's heavy-duty interior that includes the following:

- Seating for three
- Vinyl seat coverings
- Dual sun visors
- Seat belts equipped with retractors
- Driver and passenger front air bags
- Heavy-duty door panels
- Neoprene floor coverings
- Ignition and doors keyed the same
- Four (4) sets of keys

Comply ____ yes ____ no

If no, state exception:

Bidding Company: _____

INSTRUMENTS AND ACCESSORIES:

The vehicle shall be equipped with all of the standard and/or optional equipment required for proper and safe operation of the unit including the following:

- Instruments: Speedometer, tachometer, engine oil pressure, engine temperature, transmission temperature, voltmeter, engine hour meter, fuel level
- Warning lights: air, oil pressure, coolant temperature, coolant level
- Manufacturers installed air conditioning with high output hot water heater with dual defrosters, fresh air vent with ventilation filter.
- AM/FM/WB radio
- Dual two speed windshield wipers with intermittent wiper and washers
- Cab dome light.
- Break-away type, outside heated rearview mirrors with convex spot mirrors, and extendable arm mounts
- Dual electric street horns
- Daytime running lights
- Cab roof marker lights
- LED lights where available
- 90 db electronic back up alarm
- Factory installed, integrated trailer brake controller
- Minimum four (4) factory installed accessory switches

Comply ____ yes ____ no

If no, state exception:

PAINT:

The entire cab is to be painted the manufacturer's standard white.

Comply ____ yes ____ no

If no, state exception:

RUSTPROOFING:

Complete unit treated by the Ziebart System, or approved equal. (To qualify as an approved equal, the process and material bid must adhere to the Ziebart specifications).

Comply ____ yes ____ no

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

WARRANTY:

Please provide the terms of the chassis manufacturer's standard warranty. (May be used to determine the best bid.)

CHASSIS DOCUMENTS:

The chassis manufacturer's standard warranty literature, operator's manual, and the title shall be furnished at the time of delivery, and prior to payment for unit.

Comply ____ yes ____ no

If no, state exception:

**SPECIFICATIONS
FOR A
CORNER BOOM CRANE**

NOTICE TO ALL BIDDERS

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

TYPE:

It is the intent of these specifications to describe a multiple section, stick boom type crane to be mounted on the right rear corner of a utility body designed to support a crane. The crane and body shall be suitable for mounting on cab-chassis with dual rear wheels, and 84" C.A. The mounting is to be accomplished in a manner that will allow for continuous rotation of the crane without interfering with cab or body.

Make and model of unit bid:

LIFTING CAPACITY:

The unit bid shall have a minimum moment rating of 15,000 ft/lbs and shall be capable of lifting 3,200 lbs. at a 3 foot radius.

Lifting capacity of unit bid:

Bidding Company: _____

HORIZONTAL REACH:

The unit bid shall have a minimum total horizontal reach of **15** feet from the centerline of rotation. The first **11** feet of reach may only be accomplished by the use of hydraulic boom extensions with manual extensions permitted thereafter.

Total horizontal reach of unit bid:

ROTATION:

The unit bid shall be capable of providing **360°** of continuous, hydraulically driven, rotation.

Description of rotation and drive system bid:

HYDRAULIC WINCH:

The crane shall be equipped with a hydraulic or electrically powered winch of the maximum capacity recommended by the manufacturer. The winch shall be equipped with the equipment and accessories that may be required for safe and efficient operation and shall meet all ANSI requirements.

The unit shall have a safety brake, anti-two blocking system, and minimum 62 feet of 1/4 inch galvanized wire rope with a minimum breaking strength of 7,000 pounds. It shall also incorporate a traveling block assembly with roller bearings, swivel hook, and safety latch to be used for two part line operation.

The crane boom shall be equipped with an eye to easily secure the crane hook when the crane is stowed.

Description of hydraulic winch bid:

Bidding Company: _____

OUTRIGGERS:

The unit shall be equipped with dual, operator controlled, hydraulically powered out and down, outriggers mounted at the rear of the truck. The outriggers shall be equipped with a locking device that prevents them from drifting out while the truck is in motion and a lockout system that prevents movement of the vehicle with the outriggers deployed.

Description of outriggers bid, including maximum spread:

HYDRAULIC SYSTEM:

The hydraulic pump may be powered by either a belt or PTO that provides a minimum 6 GPM at 2750 PSI or as required by the crane manufacturer. Belt driven hydraulic pumps must use multi-groove drive clutch with a serpentine belt and PTO driven hydraulic pumps must use a hot shift PTO with a direct mount preferred. In addition, the system shall include the following:

- PTO Indicator light in the cab
- Reservoir of sufficient capacity to provide for efficient operation
- **Reservoir mounted in most forward left position** of the truck bed in a crossway manner (left to right) vs. longitudinal (front to back), to allow for loading of water hydrants, etc.
- Suction strainer and return filter with a restriction indicator
- Double acting cylinders with protective devices to check cylinder movement in the event of hydraulic failure
- Overload protection or a capacity alert system
- All other necessary equipment for the protection and efficient operation of the system

Description of hydraulic system bid:

CONTROLS:

The unit bid shall be equipped with the following:

- A full function, wireless remote control capable of operating at distances up to 30 feet
- Manual controls located in a convenient location on the truck
- All functions proportionally controlled
- All control buttons or levers clearly marked to identify their functions
- A full anti two-blocking system

Bidding Company: _____

Description of controls bid:

CRANE PAINT:

The crane may be painted the manufacturer's standard color.

CRANE WARRANTY:

Crane manufacturer's standard warranty, one year preferred.

Crane warranty period of unit bid:

Bidding Company: _____

HYDRAULIC TOOL CIRCUIT

SYSTEM DESCRIPTION:

The unit shall be equipped with an open center type hydraulic tool circuit with an operating pressure of 2,000 PSI and adjustable flow from 5 to 8 GPM.

The system shall be designed so that the hoses do not need to be connected together when the system is not in use. In addition, the system shall have a provision for releasing the hydraulic pressure on the quick couplings should the hose become charged when a tool is not connected.

Comply ____ yes ____ no

If no, state exception:

HOSE REEL:

The unit shall be equipped with a Hannay mechanical heavy-duty hose reel mounted inside of the left rear compartment with rollout from the rear. Other mounting locations on the right side of the truck will be considered if the crane compartment is not a practical location. The reel shall be equipped with minimum 50' feet of 1/2-inch I.D. premium quality hose and flat-faced couplers (Gates G994911-0808 and G94921-0808 or equal).

Comply ____ yes ____ no

State the make and model of hose reel bid:

Tool Circuit Controls

The hose reel control switch shall be mounted inside of the cabinet above the reel. In addition, the tool circuit shall have a flow control mounted within easy access to adjust the system between 5 and 8 GPM. All of the controls shall be clearly marked.

Comply ____ yes ____ no

Bidding Company: _____

If no, state exception:

Bidding Company: _____

HEAVY-DUTY UTILITY BODY

BODY:

The chassis shall be equipped with a heavy-duty, eight (8) compartment, utility body approximately 133 inches in an overall length. The body shall be suitable for mounting on a dual-rear wheel chassis with an 84-inch C.A. and be able to support the crane bid.

The body shall be constructed of minimum 14 gauge, A-40 two-sided Galvanneal steel with a minimum 1/8-inch tread plate steel floor with all seams continuously welded. The body shell shall be reinforced by the addition of 1/8-inch tread plate steel on compartment tops, backs, and bulkhead. In addition, the bed shall be equipped with three (3) recessed D-rings on each side, evenly spaced, to secure cargo.

Example: Knapheide 6132DLHR-38J. The example is given as reference only to indicate desired compartmentation and construction.

Make and model of unit bid:

CRANE BOX:

The crane box shall be mounted on the curbside rear corner and be designed so that the lifting forces are transferred to a full-length sub-frame and outriggers through a framework. In addition, the crane box shall be reinforced and *isolated* from the other compartments on the body.

Description of the crane box bid:

CRANE SUPPORT:

The body shall be equipped with a boom prop so that the boom can be stowed and secured over the compartments when the vehicle is in transit.

Description of the crane support bid:

DOORS:

Bidding Company: _____

The doors shall be of a double-paneled construction and shall be constructed in such a manner as to create a V-channel to direct water away from the compartment. In addition, the doors shall be equipped with automotive bubble type seals to keep dust and water out of the compartment and to prevent metal-to-metal contact between the door and door frame.

The doors shall be mounted using stainless steel hinges with stainless steel hinge pins. All of the doors shall be hinged vertically and be equipped with a corrosion resistant spring over center device that holds the door at 90° when opened.

Comply ____ yes ____ no

If no, state exception:

LOCKS AND LATCHES:

The door locks and latches shall be stainless steel rotary locks with adjustable strikers and high quality lock cylinders that are all keyed alike with four keys provided. The door locks and latches shall be riveted and sealed to the door to prevent water intrusion.

Comply ____ yes ____ no

If no, state exception:

CENTRAL LOCK SYSTEM:

The utility body shall be equipped with a manual master locking system that simultaneously locks an entire compartment side.

Comply ____ yes ____ no

If no, state exception:

Bidding Company: _____

COMPARTMENT ACCESSORIES:

The unit shall be equipped with the standard compartment accessories in addition to the following:

The right front compartment shall have four swivel type material hooks, suitable for hanging electrical cords. The hooks shall be installed so that two (2) are on the left and two (2) are on the right side of the compartment. If this compartment is used for the hose reel it shall have a removable shelf placed above the hose reel. The left front and left rear cabinets shall have two (2) adjustable divider shelves with removable dividers. The left center, or horizontal, compartment shall be equipped with a full-length slide-out shelf with dividers rated at approximately 250 pounds capacity.

Comply ____ yes ____ no

If no, state exception:

FUEL FILL:

The body shall be equipped with a non-corrosive fuel filler cup.

Comply ____ yes ____ no

If no, state exception:

OTHER ACCESSORIES:

The front driver side body compartment shall include a slide-out for a City-provided Honda EU3000IS genset measuring 22” (H) x 17.5” (D) x 19.5” (W). The slide-out shall have a latch which prevents sliding while the unit is in transport.

Dual GFI Outlet in the curb-side front compartment. This outlet power cable shall be run from a junction in the generator compartment on the driver-side which will included a 3’ lead for plugging into the City -provided genset.

Steel brackets on both inner-walls of the truck body for holding water valve keys.

Ladder rack shall be installed on the top left body compartment.

Unit shall have an integrated backup camera.

Bidding Company: _____

Comply ____ yes ____ no

If no, state exception:

WIRING CONNECTIONS:

All of the wiring and lighting components in the following paragraphs shall be abrasion, corrosion, oil and grease resistant cables of sufficient length to make the originating connection in the truck cab or at the standard chassis connection and the terminating connection at the lighting component.

VEHICLE LIGHTING:

The vehicle’s rear lighting system shall be equipped with recessed LED lights of proven design and performance and comply with all Federal Motor Vehicle Safety Standards. The system shall include brake lights, turn signals, parking, backup and license plate lights (the license plate light may contain an incandescent bulb.)

Description of the vehicle lighting bid:

AMBER WARNING LIGHT SYSTEM:

The vehicle’s amber warning lights shall be supplied by Whelen. The system shall include one (1) L31HAF Class 1 Super-LED beacon with a L360BGB branch guard installed on the cab roof and two (2) 50A03ZAR oval Super-LED lights installed with 5GROMMET mounting kits at the rear of the truck. Alternatively, (2) 2FA00ZAR round Super-LED lights installed with 2GROMMET mounting kits may be used at the rear of the truck in lieu of the oval lights.

Description of the emergency lighting bid:

Bidding Company: _____

UTILITY BODY INTERIOR LIGHTING:

Each compartment will be illuminated by a single switched incandescent light or strip lighting across each compartment opening. The body lighting shall be connected to master accessory switches that are provided in the chassis.

Description of utility body interior lighting:

LIFTGATE

The unit shall be equipped with a Thieman liftgate that features an expanded metal platform, and stationary corner bumpers. The liftgate and bumpers shall be painted gloss black. The liftgate shall have an easy access toggle switch that shall not time out.

Comply ____ yes ____ no

If no, state exception:

WISE MOUNT:

The crane box or right corner bumper shall be equipped with a 2-inch receiver and 8-inch square vise pedestal. The receiver and pedestal shall be designed so that the tailgate may be used as a work bench to support work held in the vise. The provision of a vise is not required.

Comply ____ yes ____ no

If no, state exception:

TRAILER HITCH:

The unit shall be equipped with a 2-inch Class IV trailer hitch receiver, D-rings, pintle/ball hitch, and trailer wiring connector. The vehicle's integrated trailer brake controller and lights shall be connected to a 7-way, blade style trailer connector (Draw-Tite #18030 or equivalent).

Comply ____ yes ____ no

If no, state exception:

PAINT:

All manufactured ferrous equipment attached to the chassis or body shall be sand or media blasted to remove all mill scale, oils, dirt, rust, shipping primer and/or other contaminants from the steel surfaces.

Items attached to the frame shall be thoroughly primed and painted gloss black.

All of the body surfaces including the interior of the compartments and enclosure shall be prepared with an acrylic E-coat primer that is applied by submerging the body. The underside of the body and wheel wells shall be protected with a rubberized undercoating. The exterior of the body and inside of the compartments shall be painted white to match the cab with a high quality polyurethane finish, consisting of approximately 2-3 mils dry film build paint. (High quality powder coating may be substituted for paint.)

All finished surfaces shall be smooth, shiny, and free of runs, overspray, and/or other defects.

Finish and corrosion warranty bid:

DOCUMENTS AND WARRANTY

BILL OF MATERIALS:

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

Comply ____ yes ____ no

If no, state exception:

MANUALS:

Two complete sets of parts and service manuals shall be delivered with the unit.

Comply ____ yes ____ no

If no, state exception:

WARRANTY:

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

Description of other warranties than those previously stated:

Bidding Company: _____

PRE-BUILD MEETING:

The unit and all components shall be discussed, reviewed and approved in a pre-build meeting with personnel from the City's Fleet Management and Water Utility Field Operations teams.

Comply ____ yes ____ no

If no, state exception:

Bidding Company: _____

TERMS AND CONDITIONS

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

AFFIRMATIVE ACTION ASSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

COUNTY: _____ STATE: _____ ZIP CODE: _____

FEDERAL I.D. NO.: _____

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

TESTIMONY AND AUTHORIZATION

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

Type or Print Agent Name

Agent Signature and Date

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

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

Section 1. Definitions

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

Section 2. Intent

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

Preferences will be given in the following order:

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

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

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

Section 3. Applying Local & Certified Preference Example

Bid Responses:

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

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

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

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

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

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

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

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

Section 4. Ties

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

Section 5. City Manager Authorization

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

Section 6. Severability

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

Section 7. Expiration

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

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

By informal resolution 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.: _____