NOTICE OF FUNDING OPPORTUNITIES (NOFO) No. 21-031PMB
SEPTEMBER 2021
SECTION 1 – APPLICATION INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the NOFO process to:
   
   City of Dayton, Procurement Division  
   Melissa A. Wilson, CPPB, NIGP-CPP  
   101 West Third Street, Dayton, Ohio 45402  
   Telephone: (937) 333-4039  
   E-Mail: Melissa.Wilson@daytonohio.gov

All communications/questions concerning this NOFO must be submitted via email referencing the specific paragraph and page number. A copy of this NOFO application and any additional documentation may be found at the City’s website at: https://www.daytonohio.gov/953/American-Rescue-Plan-for-Dayton

1.02 SCHEDULE. The following is the anticipated schedule for the NOFO Process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue NOFO</td>
<td>September 16, 2021</td>
</tr>
<tr>
<td>Technical Assistance Workshop Window Begins</td>
<td>September 20, 2021</td>
</tr>
<tr>
<td>Technical Assistance Workshop Window Closes</td>
<td>October 15, 2021</td>
</tr>
<tr>
<td>Voluntary Early Submission Deadline</td>
<td>11:59 PM local (Dayton OH) on October 15, 2021</td>
</tr>
<tr>
<td>Review and Feedback of Early Submissions</td>
<td>October 15 through October 22, 2021</td>
</tr>
<tr>
<td>Final Application Submission Deadline</td>
<td>5:00 PM local (Dayton OH) on October 29, 2021</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>Anticipated first quarter 2022</td>
</tr>
<tr>
<td>Grants are Awarded:</td>
<td>Anticipated first quarter 2022</td>
</tr>
<tr>
<td>Funding Must Be Obligated by:</td>
<td>December 31, 2024</td>
</tr>
<tr>
<td>Funding Must Be Expended by:</td>
<td>December 31, 2026</td>
</tr>
</tbody>
</table>

1.03 SUBMITTING AN APPLICATION. Each Organization seeking consideration for relief funds related to this NOFO must submit a response. All applications and supporting documents shall be submitted online via the City of Dayton ARPA website (https://www.daytonohio.gov/953/American-Rescue-Plan-for-Dayton).

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

Topic: ARPA NOFO Opening  
Time: Oct 29, 2021 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting:  
https://us02web.zoom.us/j/89125122574?pwd=SnFDTEp4S01OdHVvRlZ1b21VRzJpdz09  
Meeting ID: 891 2512 2574  Passcode: 972355

Dial by your location:  
+1 929 436 2866 (New York)  + 1301 715 8592 (Washington DC)  
+1 312 626 6799 US (Chicago) +1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)

Find your local number: https://us02web.zoom.us/u/keHVmkbzVT

Completed applications must be submitted in their entirety by 5:00 PM on the date indicated in Section 1.02 (Schedule). Applications received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the application. Applicants are highly encouraged to take advantage of the Voluntary Early Submission period to help ensure completeness of applications. The responsibility of timely delivery lies solely with the proposer.
The City reserves the right to reject any and all applications, to waive any irregularities in an application, or to accept the application(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of an application unless otherwise restricted in the NOFO or issue subsequent NOFOs. The City reserves the right to approve or reject any sub-Firms proposed for work under this application or waive any minor irregularities.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this NOFO. The City does not guarantee that any contract will be awarded because of this NOFO. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.04 REQUIRED APPLICATION CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the application may be considered as non-responsive. Proposers are required to submit the following information in their application:
   - Ohio Secretary of State Business Filing (Certificate of Good Standing)
   - Previous Year Federal Business Tax Return (2020 if filed, or 2019 if last year’s filing has not been completed)
   - Most recent audit or certified financial statements for most recent fiscal year (or equivalent)
   - City Vendor Application and W9
   - Vendor Compliance Form
   - Detailed budget for project/program, including all related proposed expenses
   - Any additional relevant documents regarding project/program

1.05 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.
   - Failure to submit all required documentation or submit after the stated timeline time and date.

1.06 CRITERIA. The selection committee will evaluate each application submitted based on the following criteria. After receipt and review of the written application, the City may elect to have the application presented in person, or clarifications submitted in writing.

Applicants shall not assume that any information shared with the City prior to this NOFO will be considered in the evaluation process of this NOFO. The evaluation team may or may not have prior knowledge of any discussions and processes. Evaluation will be completed on the information submitted in response to the NOFO only; unless a presentation or clarification is requested. Should this occur, all of these factors will be used to determine the outcome.

REVIEW CRITERIA

Reviewers will use the following criteria to review applications:
   - ARPA Eligibility – project/program meets ARPA guidelines
   - Sustainability After Grant – will the project be sustainable after funding has been spent
   - Matching Funds – degree to which other federal or in-kind funds are leveraged by the applicant
   - In-kind Contributions – the organization has any in-kind contributions for their project/program
   - Project/Program Location – does the project/program fall within City of Dayton limits and does it impact a Qualified Census Tract area
   - Proposed Funding impact on high need community resident – degree to which the funding will impact residents
   - Funding Needs – organization provides well defined and clear funding needs associated to COVID-19

1.07 MISCELLANEOUS ITEMS
   All Organizations submitting an application will be notified upon final determination by the City.
SECTION 2 – SCOPE OF PROJECT

2.0 PURPOSE AND NEED / PROJECT DESCRIPTION.

The City of Dayton Community Investments American Rescue Plan Act (C-ARPA) was developed in response to the economic crisis facing our community due to the ongoing effects of the COVID-19 pandemic. Additionally, the impact of the pandemic revealed socio-economic disparities in low-income and minority populations resulting in those communities suffering a greater negative impact from COVID-19. The objectives of the C-ARPA Fund are to:

- Support urgent COVID-19 response efforts to continue decrease spread of the virus and bring the pandemic under control
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic

Community Investment awards under this NOFO are intended for projects benefiting the community that may involve single or multiple organizations. Non-profit and For-profit organizations are eligible for C-ARPA award; however, projects must have a community impact and are intended to be self-sustaining. These funds are intended for capital expenses or one-time expenses and will not cover ongoing operational costs (i.e., personnel salaries, utilities, rent, maintenance, etc.)

2.1 SCOPE OF WORK / PROJECT REQUIREMENTS.

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021, and provides $350 billion for eligible state, local, territorial, and Tribal governments to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. The City of Dayton has received $138 million through ARPA and has opened an application process for organizations to submit eligible projects for City of Dayton Community Investments ARPA (C-ARPA) award.

The funds can only be used to cover costs that were incurred on or after March 3, 2021, unless otherwise stated in the guidance. Projects must fall into one of the categories below to be eligible for C-ARPA funding:

- **Support Public Health Response** – Fund COVID-19 mitigation efforts, medical expenses, and behavioral healthcare needs
- **Respond to the Negative Economic Impacts** – Address economic harm resulting from or exacerbated by the public health emergency
- **Serve the Hardest Hit Communities and Families** - Special emphasis for funding award will be given to those projects impacting communities most negatively impacted by the pandemic. The City’s targeted areas are west, northwest and the tornado impacted east. These communities are designated as Qualified Census Tracts (QCT) by the United States Secretary of Housing and Urban Development (HUD). The City of Dayton QCT map is provided below for your reference.
2.2 CITY OF DAYTON PROJECT REQUIREMENTS

The organization response must complete the online application via the following weblink:
WWW.DAYTONOHIO.GOV/ARPA. Applications submitted through the mail or via email will not be accepted.

Criteria to receive funding for a project or program include:

- Applicant has articulated and demonstrated an appropriate use of the funding in accordance with the stated purpose of the ARPA guidance and City of Dayton criteria.\(^1\)
- Applicant has the ability to reconcile, monitor, and report the use of federal funds associated with the COVID-19 pandemic. Documentation will be required to show a relationship between the proposed expenses and the COVID-19 pandemic.
- Applicant agrees to the accountability of accepting and using the C-ARPA with appropriate financial document and fiscal oversight — Exhibit C.
- Physical location must be within the City of Dayton limits
- The project must be self-sustaining
- The project must have an impact on the community
- Projects must be for capital expenses or one-time expenses

2.2.1 ELIGIBILITY REQUIREMENTS

- Organization must be a public not-for-profit, in good standing (charitable organizations, trade associations, social clubs, etc.), that serves citizens within the community and have 500 or less employees.
- For-profit organization: Ohio Secretary of State Business Filing and Certificate of Good Standing (current within the last 12 months)
  - Business must certify to and provide supporting documentation of the business’s negative economic impact due to COVID-19 or the project needs are associated with COVID-19.
- Faith-based organizations that receive grant proceeds, these requirements apply to goods, services, or accommodations offered generally to the public (e.g., a restaurant or thrift store)
- Physical location and operating within the city limits of Dayton, Ohio
- In active operation for the entire calendar year 2020
- No outstanding tax liens or judgements, excluding 2020 property taxes

2.2.2 INELIGIBLE ORGANIZATIONS

- Businesses located outside of the eligible geographic area
- Schools and public agencies that would supplant tax-supported, mandated services
- Businesses engaged in illegal activities under federal, state or local laws
- Businesses otherwise prohibited by federal or Ohio laws
- Businesses ineligible or precluded to receive federal or State of Ohio funding due to federal laws (including but not limited to the ARPA Act) or Ohio laws
- Owners or partners currently undergoing bankruptcy proceedings
- Governmental entities
- Businesses with the following concerns:
  - Real estate holding businesses
  - “Side gig” or "hobby" businesses (not your primary source of income)
  - Gambling businesses, including casinos, racing operations or other activities whose purpose involves gambling
  - Lobbying organizations and political organizations subject to Internal Revenue Code 527
  - Sexually Oriented Businesses (live performances, product sales, items or materials)
  - Pawn Shops, Pawn Broker, Secondhand Goods Dealer

\(^1\) Department of the Treasury, 31 CFR Part 35, [Department of the Treasury Interim Final Rule](https://www.federalregister.gov/documents/2021/01/25/2021-02294/department-of-the-treasury-interim-final-rule)
2.3 REQUIREMENTS AND LIMITATIONS

2.3.1 ELIGIBLE EXPENDITURES
Eligible expenditures must align with Federal Interim ARPA guidelines; see the Department of the Treasury Interim Final Rule for more information. Not all eligible items are being facilitated by the City’s focus areas, so please use the NOFO for additional guidance. All final awards will be validated against the Department of Treasury Final Rule when it is released. Example expenditures in each qualified ARPA category are provided below:

2.3.1.1 Support to Public Health Response
COVID-19 Mitigation & Containment
- Capital improvements to public facilities for pandemic operation

Medical Expenses
- Care and services to address near and long-term medical needs

Behavioral Health Care
- Investments supporting access to primary care and preventative medicine

Public Health Program Improvements
- Improvement to data or technology infrastructure
- Planning and analysis to improve programs responding to COVID-19

Disparities in Public Health Outcomes*
- Housing
- Lead remediation
- Community violence prevention programs through the built environment

2.3.1.2 Respond to the Negative Economic Impacts
Efficacy of Economic Relief
- Improvements to data or technology infrastructure
- Impact evaluations

Support for Small Business & Non-Profits
- Implementing safer opening procedures- capital based
- Loans and grants to mitigate financial hardship from COVID-19- capital or one-time

Housing & Neighborhood Investments
- Affordable housing development

2.3.1.3 Serving the Hardest Hit Communities
- Capital investments to disrupt multi-generational poverty and income disparities
- Capital investments to correct inherent social and economical imbalances in qualified census tracks
- Investments that address socio-economic disparities in low-income and minority populations
- Projects submitted by the community that address blight and disinvestment, promote neighborhood cohesiveness and quality of life improvements, and support the City values of diversity, equity, and inclusion.

2.3.2 INELIGIBLE EXPENDITURES
In addition to eligibility requirements, there are clear limitations to the use of C-ARPA funds. Funds may not be used for:
- Damages covered by insurance
- Reimbursement to donors for donated items or services
• Expenses that have been or will be reimbursed under any federal activity such as the reimbursement by the federal government pursuant to the ARP act of contributions by States to State unemployment funds
• Workforce bonuses
• Property taxes
• Severance pay
• Deposit to pension funds
• Legal settlements
• Revenue replacement

2.4 APPLICATION AND DOCUMENTATION PROCESS
Organizations that would like to apply to receive funding must complete the online application at WWW.DAYTONOHIO.GOV/ARPA. Applicants are encouraged to upload any and all supporting documentation that strengthens or adds clarity to the application. **Any incomplete forms will not be considered.**

Exhibit D- An application outline has been provided to help inform the organization what will be needed to complete the online submittal.

2.4.1 APPLICATION DEADLINE

Voluntary Early Submission Deadline
All applications and supporting documentation for early review by the City of Dayton must be received no later than 11:59 pm on October 15, 2021. Applications received by this deadline will be reviewed by City of Dayton consultants for completion and accuracy and will be returned to applicants by October 22, 2021, for revision and resubmittal.

Final Application Submission Deadline
All applications and supporting documentation for funding consideration are due by 5:00 pm on October 29, 2021. Late applications will not be accepted.

2.4.2 REPAYMENT
Funding from this grant program is subject to federal, state, and local audit. If a determination is made that these grant funds were used in a manner inconsistent with program guidelines, for an ineligible expense or for expenses reimbursed by another federal, state, or local grant program then the business or business owner will reimburse the City of Dayton or the federal government these funds.

2.5 SCORING & EVALUATION
Scoring of Applications will be data-driven and based off the application criteria and provided scoring matrix. Points have been assigned to mirror the internal process and are quantitative in nature. The total score will be out of 100 possible points. For the purpose of consistency, some of the calculations will be automatically calculated, (i.e., ROI, Cost Benefit Analysis, percentage of budget, etc.) once the organization enters their information into the online application. A Scoring Rubric will be included as **Exhibit E**.
SECTION 3 – SAMPLE GRANT AGREEMENT

COMMUNITY AMERICAN RESCUE PLAN ACT

GRANT AGREEMENT

THIS COMMUNITY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT ("Agreement") is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and ("Recipient").

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the American Rescue Plan Act ("ARPA Act") and wants to support local projects that will benefit neighborhoods, business and communities who have been adversely impacted by COVID-19, with special emphasis on Qualified Census Tracts as defined by US Housing and Urban Development by making grants available for associated project costs; and,

WHEREAS, The City instituted a program that would allow cultural organizations and cultural community venues to apply for some of the funding provided to the City under ARPA; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton Community American Rescue Plan Act Grant ("City Grant") in the amount of ; and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, City and Recipient agree as follows:

ARTICLE 1. RECIPIENT.
[Short explanation of who recipient is, type of business, etc.]

ARTICLE 2. PAYMENT.
City will provide Recipient a City Grant in an amount not to exceed ("Grant Amount") within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.
The City and Recipient agree that the items identified as “Eligible Expenditures” in Exhibit A, attached hereto and incorporated herein, shall be considered “Eligible Expenses” that Recipient may use the City Grant for. The City and Recipient agree that the items identified as “Ineligible Expenditures” in Exhibit A are expenses that Recipient is not permitted to use the City Grant funds on. In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.
ARTICLE 4. TIMELINE.
Recipient hereby acknowledges and agrees that all Eligible Expenses will be obligated by December 31, 2024 and expended by December 31, 2026. Failure to meet either deadline shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.
Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

2.4.2.1 Recipient is a non-profit of for-profit organization that is in good standing.
2.4.2.2 Recipient’s business is located within the City of Dayton.
2.4.2.3 Recipient was operating as a non-profit or business organization for the entire calendar year of 2020.
2.4.2.4 Recipient has no outstanding tax liens or judgments, excluding 2020 property taxes; and,
2.4.2.5 Recipient’s business started operating prior to March 3, 2021.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.
A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

C. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow City to inspect applicable, confidential records.

D. Recipient agrees to supply additional information upon reasonable request by the City and to cooperate in any audit or review of the funding provided hereunder.

E. Reimbursement to Recipient will be made proportionally to the percentage of Project funding provided hereunder by City and identified above.

ARTICLE 7. TERM AND TERMINATION.
This Agreement shall terminate Month #, 2021 unless extended to a later date by amendment and may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Recipient’s assets is appointed by a court of competent jurisdiction.
2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient’s failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient to remedy such failure within thirty (30) days from the date of written notice from City.
4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or ARPA Act.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.
In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within XX (#) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 8. INDEMNIFICATION.
Recipient shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys’ fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.
Recipient shall 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, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling City to terminate this Agreement at its option.

ARTICLE 10. POLITICAL CONTRIBUTIONS.
Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 11. RECORDS AND RETENTION.
Recipient shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, Recipient shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Recipient and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 12. TAX REPRESENTATION.
Recipient certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Recipient is liable under Chapter 5733, 5735, 5739, 5741,
5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 13. GENERAL PROVISIONS.

A. **Conflict of Interest.** Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party’s self-interest and this agreement or public interest in any manner or degree. Recipient further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

C. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

E. **Waiver.** A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City’s rights with respect to any other or further breach.

F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.

G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City: 

[ ]

[ ]

[ ]

City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401

For Recipient: 

[ ]

[ ]

[ ]

H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the
validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

**IN WITNESS WHEREOF**, City and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

________________________________________
By: _________________________________
Print name: ___________________________
Its: _________________________________

**CITY OF DAYTON, OHIO**

_____________________________________
City Manager

_______________________________
Date

**APPROVED AS TO FORM AND CORRECTNESS:**

City Attorney

**APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:**

______________, 2022
Min. / Bk. _______ Pg. _______

__________________________
Clerk of the Commission
EXHIBITS

• Exhibit A  Product Manufacturer Labor Standards Form
• Exhibit B  Business Income Tax Questionnaire
• Exhibit C  Award Documentation/Responsibility Checklist
• Exhibit D  Application
• Exhibit E  Scoring Rubric
• Exhibit F  Workshop & Office Hours Schedule
• Vendor Application
EXHIBIT A – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 301-97.

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

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.

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.

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.

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.

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.

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.

Notice to Employees. The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

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

City of Dayton Ref. No.: 
Bidding Company: 
Address: 
Signature/Title: 
Federal I.D.#: 
Phone No.: 
Fax No.: 

City of Dayton, Ohio
Department of PMB
The City of Dayton Community Investment ARPA Award
RFP No. 21-031PMB
September 2021
EXHIBIT B- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.

Type of Tax Filing: (check all that apply)
1. Employee Withholding
   FEIN # ____________
2. Corporate Earnings
   FEIN # ____________
3. Individual Ownership Earnings
   SSN # ____________
4. Partnership Earnings
   FEIN # ____________

Company Name ___________________________ Phone # ____________
Mailing Address __________________________ City ___________ St _______ Zip ___________
Local Business Address __________________________ City ___________ St _______ Zip ___________

Check the jurisdictions that we administer that you operate in:
☑ Dayton City Limits ☐ Dayton Wright Brothers Airport ☐ Dayton International Airport ☐ NONE

Date Business Started in Our Taxing Jurisdiction __________________________

Your Accounting Period? Calendar Year ____________ or Fiscal Year ending on ____________

Withholding Information *Quarterly Withholding cannot exceed $600.00

Do you have employees? Yes ☐ or No ☐ Date First Employee Started Working in Our Jurisdiction __________________________

Do you submit withholdings QUARTERLY* or MONTHLY? __________________________

Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☐

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes ☐ No ☐
If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes ☐ No ☐

Do you use Subcontractors? Yes ☐ No ☐ If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company __________________________

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner __________________________

If you are not liable to pay taxes in our jurisdiction, please explain why __________________________

Signature _____________________________ Title __________________________ Date __________________________

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401 (937) 333-3500 ~ Fax (937) 333-4260

CS-25c
# American Rescue Plan Act (ARPA) - Project Documentation Checklist

In an effort to ensure resources are spent in compliance with the project agreement and local, State and Federal regulations, the organization must provide the following documentation to the City of Dayton related to the ARPA funding. This checklist can be used for any internal reporting requirements as directed by the City or as a tool to ensure all documentation has been included.

<table>
<thead>
<tr>
<th>Entity Name:</th>
<th>DBA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description:</td>
<td></td>
</tr>
<tr>
<td>Award Amounts:</td>
<td></td>
</tr>
<tr>
<td>Project Agreement Approval:</td>
<td>Project Closed On:</td>
</tr>
</tbody>
</table>

## Required Certifications

- The expenditures made with City of Dayton ARPA funds were for eligible purposes in accordance with the approved project agreement and Federal regulations.
- The organization certifies that the documentation and expenses submitted are accurate and free of any errors, omissions, theft, fraud, waste and/or abuse.
- All project records are subject to Federal Record Keeping Requirements. The organization agrees to maintain project records for a minimum of five years after December 31, 2026 and will allow Federal, State, and City personnel access to these records upon request during this period.
- Project funds are subject to Uniform Guidance 2 CFR Part 200. The organization certifies that compliance responsibilities, as described in 2010 OMB Compliance Supplement Part 3, have been adhered to. Any audit findings, management letter comments, reportable conditions, and/or internal reviews related to this funding has been disclosed to the City or is documented in this report.

Any item that was marked as “No” or requires additional documentation should be described below.

## Additional Data

Describe the Project Outcome Use metrics when possible.

Is this for periodic reporting or final reporting of expenditures?

- Total Amount Spent by Organization To date:
- Final Amount:

- If a final report, are there unspent funds to be returned?
- If yes, how Much?

## Documentation Required

1. Provide copies of monthly detailed expense reports for the entire grant period demonstrating receipt of ARPA funds and subsequent expenditure of funds, including the check number in which the organization paid for the expenditures.

2. For the expenses listed in your general ledger or financial tracking system from above, supporting documentation related to the fund expenditures should be submitted, including but not limited to invoice, shipping documents, and payment vouchers.

3. If applicable with your grant documentation, please describe the procurement methods used and submit documentation to verify - i.e. quotes for services, RFO, sealed bids.

4. If the organization receives an annual audit performed by a CPA, please provide a copy of your most recent report, or other annual financials for your organization (e.g., certified financial statements, tax returns, etc.).

For Reimbursement based projects - please summarize all expenses in the spreadsheet provided. In addition, a copy of the vendor invoice must be attached for each expense.

<table>
<thead>
<tr>
<th>Transaction Date</th>
<th>Amount</th>
<th>Check Number</th>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
EXHIBIT D – APPLICATION

Application for Community Investment Awards and Small Business/Hospitality Projects

A. Overview

For individuals and organizations interested in applying for ARPA grants through the City of Dayton please review the Interim Final Rule ARPA Guidance on project eligibility. The US Treasury has provided guidance on how ARPA funds can be spent, and highlighted within the Interim Final Rule ARPA Guidance that, when possible, try to target Qualified Census Tracts (QCTs) that have had disproportionate impacts from the COVID-19 pandemic.

Qualified Census Tracts as defined by the US Treasury ARPA guidance are a common, readily accessible, and geographically granular method of identifying communities with a large proportion of low-income residents. The City of Dayton has targeted focus areas in west, northwest and the east (tornado damaged areas) but will be accepting applications that are not limited to those QCT areas.
B. ARPA Category

1. Please select the NOFO category that best describes your proposed project:
   (Drop down or check boxes with: Community Award, Small Business/Hospitality Projects, and Idea Box)
   
   Definitions -
   
   **Community Award:** For capital or one-time expenses for projects benefiting the community that may involve single or multiple organizations.

   **Small Business/Hospitality Projects:** Capital projects or one-time expenses for businesses adversely impacted by or related to COVID-19 pandemic.

   **Idea Box:** Ideas and recommendations for use of ARPA funds submitted by individuals, non-profits, or businesses.

2. Which of these **ARPA eligible areas** does your request address (select all that apply) (check boxes)
   
   - Support Public Health Response
   - Address Negative Economic Impacts
   - Serve the Hardest Hit Areas

3. Based on your answer, please describe in detail how your request meets ARPA guidance outlined in the [Department of the Treasury Interim Final Rule](https://www.treasury.gov/). (500-word limit)

4. Have you applied for or received other Federal Covid relief funds from any other entity? (yes or no)

5. If yes, what entity/entities, how much and for what purpose per entity? (Create Fillable Table)

C. Organization Information

Please provide the following information.

6. Organization Name (as registered with IRS – W9)
7. DBA Organization Name (if applicable)
8. Date Established
9. Organization Address
10. Organization Website (if applicable)

Authorized Contact Information

11. First Name
12. Last Name
13. Title
14. Address
15. Phone Number
16. Email Address

Organization Details

17. Organization Filing Status (S-Corp, LLC, 501(c)(3), etc.)
18. What is your organizations DUNS Number (if applicable)?
19. What is your organizations Federal Tax Identification Number?
20. Has the organization or any staff representatives ever been Federally excluded or disqualified from accessing Federal Awards?
D. Application

The COVID-19 pandemic and the corresponding economic crisis have undermined the health and economic wellbeing of American workers. Millions of Americans, many of whom are people of color, immigrants, and low-wage workers, continue to put their lives on the line every day to keep the country functioning through the pandemic.

ARPA was signed into law on March 11, 2021, and provides $350 billion for eligible state, local, territorial, and Tribal governments to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. The City of Dayton has received funds through ARPA and has opened an application process for organizations to submit eligible projects for ARPA funding.

The City of Dayton is still waiting on final guidance which could change the outcome of how ARPA funds are distributed. The City of Dayton will not make any awards of ARPA funding until early 2022.

Please provide the following information.

Measurable Project Information:

1. Choose the City Focus Area that the Project Best Belongs: (Drop down List)
   a. Neighborhoods - Projects and investments that reduce blight, improve the physical appearance, and increase the quality-of-life experience of residents in the neighborhood.
   b. Amenities - Projects and investments that provide recreational and life-style assets to the community including playgrounds, parks and green space.
   c. Catalytic Projects - Projects and investments that incent additional development, economic activity, and quality of life improvements.
   d. Broadband - Projects that complement broadband investments made in qualified census tract areas and that meet minimum thresholds provided in the Interim Final Rule.
   e. Address Crime through the built environment – Investments that deter crime through environmental design such as lighting and visibility, fencing, landscaping, treatment of visual obstructions and concealed areas like underpasses.
   f. Black/Brown Business – Certified businesses that have been disproportionally impacted due to COVID
   g. Small Business – Certified business that have been disproportionally impacted by COVID

2. Specifically, what will you use ARPA funds for? Examples of eligible projects can be found in correlating City NOFO documents (500-word limit)

3. Please describe, in detail, how your project is related to COVID-19 and how ARPA funding is essential in addressing this need. (500-word limit)

4. What is the location (address and neighborhood) of your proposed project? Be as specific as possible. (List of neighborhoods, including “citywide” dropdown)
   a. Is this a new, existing, or changed project? (Drop down option)

5. Is the project in or serving populations in the City’s targeted Qualified Census Tracts (W, NW, Tornado damaged East)?

6. Does this project benefit minority populations that have been disproportionally impacted by COVID19? (YES/NO DROPDOWN) Be specific as possible. (100-word limit)
7. Identify other plans, investments or opportunities in this geography that creates synergy to maximize project impact. (500-word limit) Make this a table.

8. Does this project reduce adverse climate impacts and/or promote sustainability? Explain. (YES/No Option w/500-word limit)

9. Please explain your proposed project’s timeline to completion. All ARPA grants distributed by the City of Dayton must be expended by December 31, 2024. (500-word limit)

**Budget/Funding:**

10. What is the total project cost? (Capital budget spreadsheet)

11. What is the amount of funding requested?

12. What is the annual organization budget (projects funding through Dayton ARPA grants can’t exceed 50% of an organization’s annual operating budget)? Require upload of financial statements.

13. These grants are intended for capital investments or one-time expenses and are not intended for operational costs (rent, utilities, maintenance, etc.). Please describe how this project will be sustainable after ARPA funds are expended? (500-word limit) Line-Item Budget worksheet.

14. Has this proposed project been submitted through any other City, State, Federal, or private funding process? If yes, please provide the information regarding the funding source, amount, and funding details.

15. Does this project have matching funds including in-kind funding? If yes, please provide the source, type of funding, status of the funding, and how much for this project. Please provide a dollar value for all in-kind funding. This should be an excel fillable sheet.

16. Does your project require up front ARPA grant funding, or will your organization need reimbursed for the ARPA funding? (Drop down option)

17. How will you measure success of this project? Be specific as possible. (100-word limit) Please use measurable indicators (i.e., ROI, Social Impact, Cost Benefit Analysis). Require upload of excel calculations sheet.

18. What are the specific outcomes and accomplishments this project will achieve? (100-word limit)

**E. Documentation**

The City of Dayton requires the following documents submitted with the ARPA application:
- Ohio Secretary of State Business Filing – Certificate of Good Standing
- Previous year federal business tax return (2020 if filed or 2019 if last year’s filing has not been completed)
- Most recent audit or certified financial statements for the most recent fiscal year.
- Any additional relevant documents regarding the project.
- Detailed budget for the project, include all proposed expenses related to your project.
F. Submit

THE APPLICANT UNDERSTANDS:
1. This application and other materials submitted to the City of Dayton may constitute public records subject to disclosure under Ohio’s Public Records Law.

2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be required to repay the grant award or be subject to civil and/or criminal prosecution.

3. Receipt of federal funds through this grant process requires recipient to agree to all rules, regulations, and reporting associated with this federal program.

THE APPLICANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE:
1. The information submitted to the City of Dayton in this application, including required supporting documentation, is true and correct.

2. The applicant is in compliance with all applicable federal, state, and local laws, regulations, ordinances, and orders and must report any and all noncompliance with said laws that could have an adverse material impact on the business. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, or regulatory action by a governmental entity.

3. The applicant has not received other federal, state, or local assistance for the same expenses as submitted in this application.

4. The applicant is current on all federal, state, and local (i.e., property taxes) taxes.

Signature: ________________________________

Printed Name: ________________________________

Date Submitted: ________________________________
## EXHIBIT E – SCORING RUBRIC

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Measurement</th>
<th>Questions</th>
<th>Score</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Allowable Uses</td>
<td>Yes/No</td>
<td>Does the project address the negative economic impact of COVID-19?</td>
<td></td>
<td>Must meet one of the three Uses</td>
</tr>
<tr>
<td>Federal Allowable Uses</td>
<td>Yes/No</td>
<td>Does the Project respond to and/or mitigate the public health emergency with respect to COVID-19?</td>
<td></td>
<td>Must meet one of the three Uses</td>
</tr>
<tr>
<td>Federal Allowable Uses</td>
<td>Yes/No</td>
<td>Does the Project serve the hardest hit communities or families?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time to Complete</td>
<td>Yes/No</td>
<td>Can the project be completed in 36 months?</td>
<td></td>
<td>Must complete &lt;36</td>
</tr>
<tr>
<td>City Commission Focus Area</td>
<td>Scale High to Low</td>
<td>Does the project advance a stated City Commission focus area? Which one?</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Community Outcome</td>
<td>Benefit cost ratio &amp; Scale High to Low</td>
<td>Does the project have a positive ROI, Benefit-Cost, or Social Impact Return?</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Racial Equity and Inclusion</td>
<td>Directly/Indirectly/ Does not Address</td>
<td>Does the project address an economic or social inequity and or advance inclusion? Does this hit the targeted geographies of W, NW and tornado impacted E?</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>One-Time Expenditure</td>
<td>Operating cost as a % of project cost</td>
<td>Does the project have any on-going operating/legacy costs?</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Project Synergy</td>
<td>Strong/Weak/None</td>
<td>Does the project complement other investments or approved plans creating synergy?</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Future Costs</td>
<td>Present value as a % of project cost</td>
<td>Does the project increase revenue, reduce future operating costs, protect a significant asset or reduce a significant future liability?</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Sustainability</td>
<td>Scale High to Low</td>
<td>Does the project reduce adverse climate impacts or promote Sustainability?</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Other External Resources</td>
<td>Present value as a % of project cost</td>
<td>Does the project leverage other external resources?</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td>Describe</td>
<td>Does the amount provide for transformational impact?</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL POINTS** 100
## EXHIBIT F – WORKSHOPS & OFFICE HOURS

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Location</th>
<th>Address</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday</td>
<td>Sept. 21</td>
<td>5:30 - 8:00 PM</td>
<td>Northwest Library Branch</td>
<td>2410 Philadelphia Drive</td>
</tr>
<tr>
<td>Thursday</td>
<td>Sept. 23</td>
<td>9:30 AM - 12:30 PM</td>
<td>Business Solution Center</td>
<td>1435 Cincinnati St. Suite 300</td>
</tr>
<tr>
<td>Monday</td>
<td>Sept. 27</td>
<td>3:00 - 6:00 PM</td>
<td>Christ Evangelical Lutheran Church</td>
<td>511 Hart St.</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Sept. 29</td>
<td>11-1PM</td>
<td>Dayton Metro Library</td>
<td>215 E. 3rd Street</td>
</tr>
<tr>
<td>Friday</td>
<td>Oct. 1st</td>
<td>12 - 2PM</td>
<td>Zoom ID: 591 076 1399</td>
<td><a href="https://us04web.zoom.us/j/5910761399?pwd=UWc5S5URObnF3UVpyanJSR3jcTFYQT09">https://us04web.zoom.us/j/5910761399?pwd=UWc5S5URObnF3UVpyanJSR3jcTFYQT09</a></td>
</tr>
<tr>
<td>Monday</td>
<td>Oct. 4th</td>
<td>2-4PM</td>
<td>TBD</td>
<td><a href="https://us04web.zoom.us/j/5910761399?pwd=UWc5S5URObnF3UVpyanJSR3jcTFYQT09">https://us04web.zoom.us/j/5910761399?pwd=UWc5S5URObnF3UVpyanJSR3jcTFYQT09</a></td>
</tr>
<tr>
<td>Wednesday</td>
<td>Oct. 6th</td>
<td>3-5PM</td>
<td>Zoom ID: 591 076 1399</td>
<td><a href="https://us04web.zoom.us/j/5910761399?pwd=UWc5S5URObnF3UVpyanJSR3jcTFYQT09">https://us04web.zoom.us/j/5910761399?pwd=UWc5S5URObnF3UVpyanJSR3jcTFYQT09</a></td>
</tr>
<tr>
<td>Tuesday</td>
<td>Oct. 12th</td>
<td>2-4PM</td>
<td>Zoom ID: 591 076 1399</td>
<td><a href="https://us04web.zoom.us/j/5910761399?pwd=UWc5S5URObnF3UVpyanJSR3jcTFYQT09">https://us04web.zoom.us/j/5910761399?pwd=UWc5S5URObnF3UVpyanJSR3jcTFYQT09</a></td>
</tr>
</tbody>
</table>
# VENDOR APPLICATION

<table>
<thead>
<tr>
<th>Date:</th>
<th>Business Phone Number:</th>
<th>Federal ID # or Social Security #:</th>
</tr>
</thead>
</table>

E-Mail Address (For Purchase Orders and Notifications):

Fax Number:

1. **Applicant’s Name and Mailing Address (for Bid Forms and Purchase Orders)**
   - Company Name
   - Street Address
   - City, ST, Zip

2. **Mailing Address for Payments**
   - Check here if same as Bid Address
   - Company Name
   - Street Address
   - City, ST, Zip

**Vendor Commodities Handled:** See Commodity Code(s) from list located online at

3. [http://www.daytonohio.gov/DocumentCenter/View/587](http://www.daytonohio.gov/DocumentCenter/View/587) and enter as many codes as needed separated by commas (i.e., 22222, 33333, 44444)

4. **Persons Authorized to Sign Bids, Quotations, Proposals (Indicate if Agent)**
   - Contractor: Contractor acknowledges its employees are not public employees for purposes for Ohio Public Employees Retirement System (OPERS) membership.
   - Name
   - Official Capacity
   - Telephone No.

Your equal opportunity “Affirmative Action Assurance” (AAA) application must be submitted online via

5. [www.citybids.com](http://www.citybids.com) and approved status must be maintained with the City of Dayton’s Human Relations Council (HRC). For information about your AAA status, please contact the HRC at (937) 333-1403.

If you are a currently certified MBE, WBE, and/or SBE with the City of Dayton Human Relations Council, please include a copy of your certification letter with this application. If you are not certified and would like to apply for certification as

6. MBE, WBE, and/or SBE please begin at [http://daytonhrc.org/business-technical-assistance/certification/procurement-enhancement-program](http://daytonhrc.org/business-technical-assistance/certification/procurement-enhancement-program), and then click on the Certification Packet link.

### Procurement Division Use

- [ ] Only Add
- [ ] Remove
- [ ] Change
- [ ] Date:

- [ ] Procurement: Add Commodity Code Header (###): ________
- [ ] Initials: ________
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:
   - Individual/sole proprietor or single member LLC
   - Limited liability company, enter the tax classification (C-C corporation, S-S corporation, P-Partnership)
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2).

5. Address (number, street, and apt., or suite no.) See instructions.

6. City, state, and ZIP code.

7. List account number(s) here (optional).

**Part I**

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

**Part II**

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person

Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY
CONFIRMATION

The Vendor confirms they have an existing equal employment opportunity (EEO) policy that is in compliance with local, state, and federal laws.

The Vendor confirms their EEO policy complies with the City of Dayton’s equal employment opportunity policy below:

The vendor shall 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. The vendor shall take affirmative action in accordance with the terms outlined in its proposal and the provisions of this contract to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants, notices to be provided by the city setting forth the provisions of the nondiscrimination clauses.

Authorized Signature

The undersigned authorized representative of the company hereby agrees that a program of affirmative action will be maintained to implement its nondiscrimination policy in doing business with the City of Dayton as described in the City of Dayton Revised Code of General Ordinances (RCGO) Sections 35.14, 35.15 and 35.16 and that the information contained herein is true and correct.

Printed Name: ___________________________  Vendor EIN or SSN # from Application

Title: ___________________________

Signature: ___________________________