

# CITY OF DAYTON, OHIO

AD # 10/18 &10/20

INVITATION FOR BID  
**IFB No. 22045MC**

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

## **OVERHEAD CRANE REMOVAL, REPLACEMENT, AND INSTALLATION SERVICES**

**For Further Information Contact:**

Maria Cabonce  
Room 514, CITY HALL  
101 W. Third St.  
Dayton OH 45402  
Phone No. 937-333-4003  
Fax No. 937-234-1600

Date October 18, 2022

**Melissa A. Wilson, CPPB**  
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO [bids@daytonohio.gov](mailto:bids@daytonohio.gov)  
NO LATER THAN: **2:00 P.M. local (Dayton OH) time on November 29, 2022**

User Agency: Department of Water; Division of Water Reclamation  
Req Number(s): WT2WT156

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

To establish a firm price for overhead crane removal, replacement, and installation services.

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

**Mandatory site visit** is scheduled for 9:00 AM local (Dayton OH) time on Friday, November 4, 2022 at the City of Dayton Water Reclamation Facility located at 2800 Guthrie Rd., Dayton, Ohio 45417

**Deadline for Questions:** No later than 10:00 A.M. local (Dayton OH) on November 14, 2022. City response to all questions will be issued no later than close of business on November 18, 2022

For additional information on this IFB, please contact the Division of Procurement, Maria Cabonce at (937) 333-4003.

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](mailto:bids@daytonohio.gov) with IFB number in "Subject" line. All supplemental documentation shall be included with the original.**

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

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

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

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

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

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

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

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

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

Please complete and return promptly to the Human Relations Council.

**BID TO THE CITY OF DAYTON, OHIO**

**DIVISION OF PROCUREMENT**

**FAX NO. (937) 234-1600**

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

Date: Buyer: Maria Cabonce Voice (937) 333-4003

I.F.B. No. 22045MC

**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
----------	------	-----	-------------	------------

**OVERHEAD CRANE REMOVAL, REPLACEMENT, AND INSTALLATION SERVICES**

(Per Specifications Attached)

1.	1	Each	Effluent Filter Building Crane	\$ _____
----	---	------	--------------------------------	----------

More or Less

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_

Hoist \_\_\_\_\_

Trolley \_\_\_\_\_

Project can begin \_\_\_\_\_ days after receipt of order

Please specify the warranty period and coverage: \_\_\_\_\_

Meets Specifications? Yes [ ] No [ ]

Exception(s) to Specifications? YES [ ] NO [ ] If YES, please explain: \_\_\_\_\_

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- win 90 calendar days** after bid opening unless otherwise stated.

Bidding Company \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Email address to send Purchase Order to:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print or Type) Name and Title

Signature: \_\_\_\_\_

Phone No. \_\_\_\_\_ /FED. ID# \_\_\_\_\_

Fax No. \_\_\_\_\_

**BID TO THE CITY OF DAYTON, OHIO**

**DIVISION OF PROCUREMENT**

**FAX NO. (937) 234-1600**

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

Date:

Buyer: Maria Cabonce Voice (937) 333-4003

I.F.B. No. 22045MC

**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
----------	------	-----	-------------	------------

**OVERHEAD CRANE REMOVAL, REPLACEMENT, AND INSTALLATION SERVICES**

(Per Specifications Attached)

2. 1 Each Low Lift Pump Station Crane \$ \_\_\_\_\_  
More or Less

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_

Hoist \_\_\_\_\_

Trolley \_\_\_\_\_

Project can begin \_\_\_\_\_ days after receipt of order

Please specify the warranty period and coverage: \_\_\_\_\_

Meets Specifications? Yes [ ] No [ ]

Exception(s) to Specifications? YES [ ] NO [ ] If YES, please explain: \_\_\_\_\_

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

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

3. 1 LOT Removal services for existing crane Effluent Filter Building Crane \$ \_\_\_\_\_  
Estimated hour(s) to remove \_\_\_\_\_ /hrs

4. 1 LOT Removal services for existing crane Low Lift Pump Station Crane \$ \_\_\_\_\_  
Estimated hour(s) to remove \_\_\_\_\_ /hrs

5. 1 LOT Installation services for new crane Effluent Filter Building Crane \$ \_\_\_\_\_  
Estimated hour(s) to install \_\_\_\_\_ /hrs

6. 1 LOT Installation services for the new crane Low Lift Pump Station Crane \$ \_\_\_\_\_  
Estimated hour(s) to install \_\_\_\_\_ /hrs

Bidding Company: \_\_\_\_\_

**BID TO THE CITY OF DAYTON, OHIO**  
**DIVISION OF PROCUREMENT**  
**FAX NO. (937) 234-1600**  
**E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)**

Date: Buyer: Maria Cabonce Voice (937) 333-4003

I.F.B. No. 22045MC

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

---

**DESCRIPTION**

---

**BID DOCUMENT**

All bid shall be submitted as PDF via electronic submission to [bids@daytonohio.gov](mailto:bids@daytonohio.gov). The City's email size can only accept 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should the bid document be larger than this size your company will have to submit bid in several email documents. Should the bid be submitted in multiple parts please designate in the "Subject", your bid response as multiple "Parts", i.e., IFB No. 22045MC Part 1, IFB No. 22045MC Part 2, etc.

**BID OPENING**

The bid opening will be using ZOOM and the login information is:  
Topic: IFB no. 22045MC Overhead Crane Removal, Replacement, and Instillation Services  
November 29, 2022 Time: 2:00 P.M. Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89895187589>

Meeting ID: 898 9518 7589

One tap mobile

+13092053325,,89895187589# US

+13126266799,,89895187589# US (Chicago)

Dial by your location

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

Meeting ID: 898 9518 7589

Find your local number: <https://us02web.zoom.us/j/89895187589>

Bidding Company: \_\_\_\_\_



**City of Dayton, Ohio  
Invitation For Bid (IFB) No. 22045MC**

**OVERHEAD CRANE REMOVAL, REPLACEMENT, AND INSTALLATION SERVICES**

**REFERENCES FOR BIDDING COMPANY**

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

**Names, addresses, and telephone numbers for at least three references presently or previously served by your firm for IFB No. 22045MC. 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  
Department of Water  
Division of Water Reclamation  
OVERHEAD CRANE REMOVAL, REPLACEMENT, AND INSTALLATION SERVICES  
SPECIFICATION  
October 2022

- 1) Project Name: City of Dayton Water Reclamation Facility  
Replacement of Overhead Cranes
- 2) Project Owner: City of Dayton, Ohio
- 3) Project Location: City of Dayton Water Reclamation Facility,  
2800 Guthrie Rd., Dayton, Ohio 45417

### **SUMMARY DESCRIPTION**

The City of Dayton OH (City) is seeking bids from highly experienced and professional firms to provide replacement and installation services for two (2) overhead cranes. One crane is located at the Effluent Filter Building for the removal of two (2) waste wash water pumps. The one crane is located at the Low Lift Pump Station for the removal of six (6) low lift pumps.

Bidder shall be responsible for becoming sufficiently knowledgeable of the existing overhead cranes and any and all specific site constraints to provide an informed and responsive bid. Failure to do so will not relieve the successful bidder from the requirement to fully execute the project per these specifications and at no increase to Bidder's price.

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

#### **PRE-BID MANDATORY SITE VISIT**

A **mandatory site visit** will be held at 9:00 A.M. local (Dayton OH) time on November 4, 2022 at the City of Dayton's Water Reclamation Administration Building located at 2800 Guthrie Rd, Dayton OH 45417. This shall be the only opportunity meet with City staff and visit the sites. No other site visit will be scheduled.

This is a secured City location, please be prepared to show picture identification. Non-attendance shall be grounds for disqualification.

All prospective bidders are required to perform a site visit in order to accurately assess the proposed project, evaluate existing infrastructure, discuss logistical issues, and determine accurate measurements necessary to submit a reasonable bid. Each bidder is responsible for informing his/her company of all aspects of work to be performed; failure to do so will not release the bidder from the obligation of fulfilling the intent of the impending contract.

All City facilities may require masks to be worn indoors due to COVID-19; therefore, should contractor and/or employees have to enter any of the Division of Water Reclamation buildings, they may be required to wear masks.

## **COMMUNICATION OF INFORMATION**

All communications and questions concerning this IFB must be submitted in writing to Maria Cabonce at [bids@daytonohio.gov](mailto:bids@daytonohio.gov) with Subject: IFB No. 22045MC Questions. Written responses will be prepared by the City. Changes to this IFB will be made only by formal written correspondence issued by the City. Please include this IFB number in the Subject line of all emails.

Deadline for Questions: No later than 10:00 A.M. local (Dayton OH) on November 14, 2022. City response to all questions will be issued no later than close of business on November 18, 2022.

Bidders shall not communicate with anyone from the City of Dayton regarding this IFB except as specifically provided within the documents, from the time of release of the solicitation until an award has been made. Failure to conform to this requirement may result in disqualification.

## **GENERAL INFORMATION**

All phases of work shall be completed in accordance with the reasonable schedule established by the City. The work shall be performed in a professional manner, subject to approval and acceptance by the City's Department of Water. Contractor shall complete work in accordance with the specifications and all materials and workmanship shall be satisfactory and guaranteed for not less than two (2) years from acceptance of the completed work by the City. All measurements and areas involved in this contract shall be verified in writing by the Contractor. This verification of all measurements and areas shall be submitted to the City's Department of Water and the Division of Procurement. The awarded vendor shall furnish and install the overhead cranes and all necessary parts, supplies, and equipment.

Materials shall be installed according to manufacturer's recommendations.

**WARRANTY AND GUARANTEES:** Bidder shall include all manufacturers' warranty information, material quality assurance, and workmanship warranty with bid response.

Scheduling of work shall be in coordination with the City's Division of Water Reclamation to prevent conflicts to scheduled activities. Any work performed must not interfere with the operation of the facility.

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

No debris, chemicals or other toxic materials shall be allowed to enter any of the local storm drains, sanity sewers, or process facilities on site. During the working phase and upon completion of the project, the Contractor shall be responsible for removing all debris and excess material from the job site. The Contractor shall properly clean and return its work areas to acceptable condition, as determined by the Department of Water.

Contractor is responsible for removal and disposal of all debris associated with the job. All clean up and disposal expenses shall be included in the bid price. Disposal of all waste and debris, nonhazardous or hazardous, resulting from this project shall be in accordance with both the State of Ohio and City of Dayton ordinances.

All materials, supplies, equipment, and labor are to be provided by the Contractor. All replacement materials will meet or exceed that of existing materials. All replacement materials shall be subject to review and approval by the City prior to installation.

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

All work shall be in accordance with the City of Dayton Construction and Material Specifications and the equipment specifications included herein.

Any variances or deviations from these specifications shall be noted and list submitted with the bid. Brochures and related literatures describing brand(s) and type(s) of materials being bid shall also accompany the bid. All related warranty information shall be included as part of the bid package.

No additional costs or fees, including but not limited to, environmental disposal fees, pick-up or transportation fees, fuel surcharges, equipment use, material cost escalation, etc., shall be assessed or billed to the City by the successful bidder. All costs for services as specified in this IFB shall be included in prices bid.

## **EXCEPTIONS**

Statement of Exceptions to IFB specifications and requirements: Provide and submit with the bid a detailed description of any exceptions taken to the requirements of this IFB, including the City Standard Terms and Conditions. Exceptions shall be referenced to the applicable IFB section/sub-section numbers. If no exceptions are submitted, Bidder confirms complete conformance with the IFB specifications and requirements and the City Standard Terms and Conditions. Any other departures from the City's IFB are to be identified and failure to do so shall make the bid non-responsive.

## **PART 1 – GENERAL**

### **1.1 DESCRIPTION**

#### A. Scope:

1. CONTRACTOR shall provide all labor, supervision, materials, tools, equipment, and appurtenances as shown, specified, and required to furnish and install complete and operational crane systems.
2. CONTRACTOR shall remove and legally dispose of the existing crane, trolley, and electrification equipment being replaced under this specification.
3. All work on existing facilities must be coordinated with the City. Lockout/Tagout of electrical sources is by the City.

### **1.2 REFERENCES**

#### A. Standards referenced in this Section are:

1. ANSI/AGMA 6013-A, Standard for Industrial Enclosed Gear Drives.
2. AISC Specification for Structural Steel Buildings.
3. AISC Code of Standard Practice for Steel Buildings and Bridges.
4. ASME B30.2, Overhead and Gantry Cranes (Top Running).
5. ASME B30.11, Monorails and Underhung Cranes.
6. ASME B30.16, Overhead Hoists (Underhung).
7. ASME HST-1, Performance Standard for Electric Chain Hoists.
8. ASME HST-4, Performance Standard for Overhead Electric Wire Rope Hoists.
9. ASTM A36/A36M, Specification for Carbon Structural Steel.
10. ASTM A325, Specification for Structural Bolts, Steel, Heat-Treated, 120/105 KSI Minimum Tensile Strength.
11. ASTM A563, Specification for Carbon and Alloy Steel Nuts.

12. ASTM A572/A572M, Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
13. ASTM F436, Specification for Hardened Steel Washers.
14. AWS D1.1, Structural Welding Code – Steel.
15. AWS D14.1, Specification for Welding of Industrial and Mill Cranes and other Material Handling Equipment.
16. Research Council on Structural Connections (RCSC), Specification for Structural Joints Using ASTM A325 or A490 Bolts.

### **1.3 QUALITY ASSURANCE**

#### **A. Qualifications:**

1. Manufacturer:
  - a. Minimum of ten years of experience producing substantially similar equipment and able to provide documentation of at least five recent installations in satisfactory operation for at least five years in the United States.
2. Installer Qualifications:
  - a. Minimum of ten years of experience installing substantially similar equipment to that required for the Project and is acceptable to hoisting equipment manufacturer.
  - b. Submit installer name and qualifications. At City's request, submit the following information for at least three successful, completed projects:
    - i. Name and contact information for project owner.
    - ii. Type and approximate cost of hoisting equipment.
  - c. Installer shall be located within 150 miles of the project site and be able to provide prompt service of installed equipment. If this requirement is being satisfied through a service agreement with a local vendor, provide the contact information for the local vendor.

#### **B. Component Supply and Compatibility:**

1. Hoisting equipment manufacturer shall prepare, review, and approve submittals for components furnished under this Section.
2. Components shall be specifically constructed for specified service conditions and shall be integrated into overall equipment assembly by hoisting equipment manufacturer.

### **1.4 SUBMITTALS**

#### **A. Shop Drawings:**

1. Complete description of materials and equipment in sufficient detail to show compliance with requirements of this specification.
2. Drawing showing arrangement of system and clearances, including plan and sections.
3. Specialized wiring diagrams.

#### **B. Product Data:**

1. Manufacturer's literature, illustrations, specifications, materials of construction, rated capacities, component dimensions, and finishes.
2. Make, model, weight and horsepower of each component.
3. External power requirements for each component.

#### **C. Field Quality Control Submittals:**

1. Manufacturer's installation certification.
2. Load test report, including copy of certifications of test weights.

3. Manufacturer's Reports: Submit written report of results of each visit to site by supplier's service technician, including purpose and time of visit, tasks performed, and results obtained.
4. Qualifications Statements, when requested by City.

D. Operation and Maintenance Data:

1. Furnish operation and maintenance manuals in accordance with the City of Dayton CMS.
2. Include test reports, maintenance data and schedules, description of operation, wiring diagrams, and list of spare parts recommended for one year of operation with current price list.
3. Special shipping, storage and protection, and handling instructions.
4. Routine maintenance requirements prior to start-up.

## 1.5 DELIVERY, STORAGE AND HANDLING

A. Packing, Shipping, Handling, and Unloading:

1. Inspect all boxes, crates, and packages upon delivery to site and notify City in writing of loss or damage to materials or equipment. Promptly remedy loss and damage to new condition in accordance with manufacturer's instructions.
2. Keep materials and equipment off ground using pallets, platforms, or other supports. Protect steel, packaged materials, motors, and electronics from corrosion and deterioration.

## 1.6 WARRANTY

- A. Contractor shall provide a 2-year warranty for all work installed under this scope. Warranty period commences upon **acceptance of completed work by City**. Contractor shall correct warranty claims at no cost to City.

## PART 2 – PRODUCTS

### 2.1 SYSTEM PERFORMANCE

A. System Description:

1. Crane shall conform to headroom, hook elevation, and side clearance requirements shown below and required by the facility in which each crane is installed and shall provide required available lift height and capacity.
2. Electrical equipment and controls shall be rated NEMA 4X.
3. All crane components shall be suitable for continuous outdoor exposure and operation. All components shall be suitably corrosion resistant due to low levels of hydrogen sulfide exposure.

B. Performance Criteria:

1. Effluent Filter Building Crane (See Exhibit 1):

Hoist Type:	Wire Rope
Ambient Conditions:	Outdoor – exposed
Capacity (tons):	5
Hoist Lift (feet):	15
Lift Speed (fpm)	22/7
Power Supply	460/3/60
Trolley Type	Motor Driven, under-running
Trolley Speed (fpm)	40
Electrical Connection	Festoon Cable
Runway Beam (existing to remain)	S18x54.7

2. Low Lift Pump Station Crane (See Exhibit 2):

Hoist Type:	Chain
Ambient Conditions:	Outdoor – exposed
Capacity (tons):	5
Hoist Lift (feet):	48
Lift Speed (fpm)	11/4
Power Supply	460/3/60
Trolley Type	Motor Driven, top-running single-girder bridge
Trolley Speed (fpm)	50/17
Electrical Connection	Conductor Bar
Runway Beams (existing to remain)	W12x40 40lb ASCE rail

**2.2 MANUFACTURERS**

- A. Manufacturers: Provide equipment of one of the following:
1. Columbus McKinnon, ACCO, R&M, or acceptable equal.

**2.3 DETAILS OF CONSTRUCTION**

- A. Electric-powered Wire Rope/Chain Hoists:
1. Wire Rope Hoist (Effluent Filter Building Crane)
    - a. Comply with ASME B30.2 and ASME HST-4.
    - b. Hoisting Cable: Stainless steel wire rope.

- c. Hoisting Drum: True vertical lift.
- 2. Chain Hoist (Low Lift Pump Station Crane)
  - a. Comply with ASME B30.16 and ASME HST-1.
  - b. Hoisting Chain: Nickel plated hardened alloy steel.
  - c. Lift Wheel: Machined and heat-treated alloy steel with hardened steel chain guides.
- 3. All Hoists
  - a. Welding shall comply with AWS D14.1.
  - b. Design Stresses: Provide load bearing components so that stresses at rated load shall not exceed 20 percent of average ultimate strength of material.
  - c. Hooks: Provide latch-type hooks that are free to rotate through 360 degrees under all loading conditions. Hooks shall be heat-treated drop forged steel.
  - d. Gearing: Machined and heat-treated helical gear system. Hoist gearbox shall be in accordance with AGMA 6013-A. Provide means for adequate lubrication of gearing.
  - e. Bearings: Bearings shall be permanently lubricated type.
  - f. Hoist Brakes: Provide hoist with two brakes: motor brake and load brake. Each brake shall be capable of supporting and holding 125 percent of full rated load without electrical power.
  - g. Provide overload protection device that prevents lifting of loads beyond rated capacity.
  - h. Motor: Motor shall be specifically constructed for reversing and hoisting service and capable of operating at specified loads. Motor shall be heavy duty, thermally protected, 30-minute rated, H4 duty cycle, with Class F insulation. At rated frequency, motor shall be capable of operating at plus ten percent of rated motor voltage.
  - i. Hoist shall contain upper and lower adjustable limit switches.
  - j. Provide supports, fasteners, brackets, chain container, and all accessories required.

**B. Electric-powered Trolleys:**

- 1. Trolley shall be constructed to accept the specified hoist and shall be of sufficient size and strength to transport rated load of the associated hoist.
- 2. Trolley frame shall have steel side plates that wrap around trolley to prevent trolley from falling off monorail in event of wheel axle failure.
- 3. Wheels shall be fabricated of hardened steel or cast iron and shall be constructed to run on the existing runway beams. Wheels shall have uniform surface hardness and capable of carrying maximum applied load.
- 4. Trolley motor shall be thermally protected, with Class B insulation.
- 5. Gearing: Machined and heat-treated spur gear system. Gearbox shall be in accordance with AGMA 6013-A. Provide means for adequate lubrication of gearing.
- 6. Bearings: Bearings shall be permanently lubricated type.

**2.4 CONTROLS FOR ELECTRIC HOIST AND TROLLEY**

**A. Hoist Speed Control:**

- 1. Hoist motor shall be single-speed or dual-speed, as specified in Article 2.1 of this Section, with magnetic control.
- 2. Each magnetic control shall have contactors sized for specified class of service. Reversing contactors shall be mechanically and electrically interlocked to prevent line-to-line faults and shall be provided with automatic reset thermal overloads for hoist motor.

**B. Control Station:**

- 1. Control station shall be rated NEMA 4X. Motion control pushbuttons shall spring return to "Off" position when released. Function of each pushbutton shall be clearly marked and indicate direction of resultant motion.
- 2. The control station shall contain at least the following functions:

- a. "POWER ON"
  - b. "POWER OFF"
  - c. "HOIST UP"
  - d. "HOIST DOWN"
  - e. "TROLLEY – FORWARD"
  - f. "TROLLEY – REVERSE"
  - g. "BRIDGE – FORWARD" (low lift pump station only)
  - h. "BRIDGE – REVERSE" (low lift pump station only)
3. Pendant Control:
- a. Control of hoist and trolley shall be by pendant pushbutton control station.
  - b. Pendant mounting shall include stainless steel cable to provide strain relief for pendant's electric control cable. Provide isolating transformer to reduce voltage to 120 volts (or less) in control circuits.
  - c. Control pendant mounting configuration and cable lengths shall match existing installations.

## **2.5 ELECTRIFICATION**

- A. Effluent Filter Building Crane: C-Track Festoon:
1. Provide power cable on 12-gauge stainless steel C-track festoon system.
  2. System components include, but are not limited to: C-track, track hangers, cable carriers, end stops, cable and required connectors.
- B. Low Lift Pump Station Crane: Conductor Bar:
1. Provide conductor bar electrification system for power to traveling bridge. Power from bridge to hoist is festoon type.
  2. System components include, but are not limited to: conductor bars, hangers, end covers, power feed connectors, and collectors.
- C. Contractor shall furnish and install conduit (PVC coated rigid steel) and conductors (THWN or XHHW) to connect the new equipment to the load side of existing disconnect switch. All conduit supports and anchors shall be stainless steel.

## **2.6 FINISHING**

- A. All equipment shall be factory painted with the Manufacturer's standard epoxy paint. Paint shall be suitable for continuous outdoor exposure. Contractor shall touch-up paint as required, after installation and testing, using Manufacturer's touch-up paint. Color shall be SAFETY YELLOW.
- B. Clearly label with black lettering the load capacity on both sides of the crane and load block.
- C. Gears, bearing surfaces, and other machined surfaces shall receive a heavy application of rust-inhibiting coating that shall be maintained during storage and until equipment is placed into operation.

## **2.7 IDENTIFICATION**

- A. Identify component subassemblies with stainless steel nameplates and each labeled with the following:
1. Manufacturer and model number.
  2. Date of manufacture with pertinent ratings, operation, and maintenance information.
  3. Certification, stamp, or approval to applicable Laws and Regulations.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

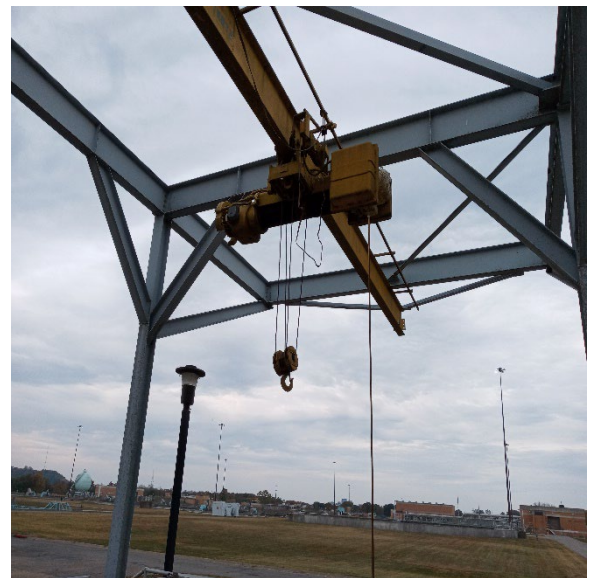
- A. Install materials and equipment in conformance with Laws and Regulations, applicable standards, manufacturer's instructions and recommendations, and these specifications.
- B. Demolition of existing equipment shall not commence until new equipment is on-site and ready to be installed. Installation of new equipment shall commence immediately upon removal of existing equipment.

### **3.2 FIELD QUALITY CONTROL**

- A. Site Tests:
  - 1. After installing equipment, perform running tests for hoisting equipment. Should testing indicate malfunction, make repairs and adjustments as required. Repeat testing and adjusting until installation is complete and equipment is functioning properly and accurately, and is accepted by City.
  - 2. Load Test:
    - a. Perform load tests under supervision of manufacturer's factory-trained service technician, in presence of City.
    - b. Weights used in load testing shall be certified by a state or local bureau of weights and measures. Submit weight certification as part of the load test report.
    - c. Load testing shall conform to ASME and OSHA requirements, and the following:
      - i. Power failure test with rated load: Load shall be held suspended when power is removed.
      - ii. Trolley travel full length of monorail with rated load, while verifying that all functions operate properly.
      - iii. Hoist brake drift test with rated load: Lift weight, measure distance to floor, allow five minutes to elapse, and re-measure. Record the results measured. Criteria for Acceptance: No difference in measurements.
      - iv. Upper/lower limit switch test with no load.
      - v. Emergency stop test with no load.
    - d. Load Test Report: Submit results of load testing including tests performed, data collected, results of each test, and corrective actions taken (if any). Test report shall be signed by manufacturer's service technician present during testing.
- B. Manufacturer's Services: Provide a qualified, factory-trained service technician to perform the following:
  - 1. Inspect and adjust equipment after installation and ensure proper operation and supervise initial operations and load tests.
  - 2. Instruct City's personnel in operating and maintaining the equipment.

+ + END OF SECTION + +

# Exhibit 1. Effluent Filter Building Crane



## Exhibit 2. Low Lift Pump Station Crane



## TERMS AND CONDITIONS

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

## AFFIRMATIVE ACTION ASSURANCE

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

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

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

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

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

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

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

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

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

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

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

**Check one**  Yes  No  Please contact me

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

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

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

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

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

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

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

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

**TESTIMONY AND AUTHORIZATION**

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

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

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

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

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

### Section 1. Definitions

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

### Section 2. Intent

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

Preferences will be given in the following order:

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

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

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

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

Bid Responses:

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

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

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

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

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

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

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

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

### Section 4. Ties

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

### Section 5. City Manager Authorization

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

### Section 6. Severability

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

### Section 7. Expiration

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

PRODUCT MANUFACTURE LABOR STANDARDS  
VENDOR COMPLIANCE FORM

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

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

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

- A. Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.
- B. Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.
- C. Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.
- D. Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.
- E. Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.
- F. Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.
- G. Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.
- H. Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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

City of Dayton Ref. No.: \_\_\_\_\_

Bidding Company: \_\_\_\_\_

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

\_\_\_\_\_

Signature/Title: \_\_\_\_\_

Federal I.D.#: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_