

CITY OF DAYTON, OHIO

AD # 8/22 & 8/29

INVITATION FOR BID
IFB No. JF23015

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

FIRE EXTINGUISHERS, FIRE AND SMOKE DAMPER INSPECTIONS, MAINTENANCE AND REPAIR SERVICES **PART I of II**

For Further Information Contact:

John Finley
Room 514, CITY HALL
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4016

Date August 22, 2023

Nicole Fox
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO bids@daytonohio.gov
NO LATER THAN: **3:00 P.M. local (Dayton OH) time on September 12, 2023**

User Agency: Various
Req Number(s): Various

Your electronic PDF bid is requested for the following: To establish a Firm Price Agreement for Fire Extinguishers, Fire and Smoke Damper Inspections, Maintenance and Repair Services with firm pricing through September 30, 2024 with a possible option to renew, at the City of Dayton's discretion, firm pricing for three (3) additional 12-month period from October 1, 2024, through September 30, 2027.

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

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

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

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

BIDDER IS REQUESTED TO USE THE CITY'S BID FORM ENCLOSED AS NONE OTHER WILL BE ACCEPTED.
LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by contacting the Procurement office and will be available online once the award has been made.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Dayton is exempt from payment of federal excise taxes and state retail sales taxes (Ohio Vendor's License No. 57-15847). Multi-year orders are valid only if funds are available in succeeding years.

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

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

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

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

BID TO THE CITY OF DAYTON, OHIO
DIVISION OF PROCUREMENT
E-MAIL TO: bids@daytonohio.gov

Date: _____

Buyer: John Finley - john.finleyjr@daytonohio.gov

I.F.B. No. JF23015

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

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE
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FIRE EXTINGUISHERS, FIRE AND SMOKE DAMPER INSPECTION, MAINTENANCE AND REPAIR SERVICES
PART I of II

Fire Extinguishers

The bid shall include all labor, material and equipment for Fire Extinguishers and all maintenance as needed.

Is your company capable of providing on-site recharging? Yes____ or No____ If no, extinguisher(s) requiring recharge must be returned to the City within 24-hours after removal from the premises or a loaner must be provided. Extinguisher(s) must be returned to the same location from which it was removed. After extinguisher has been serviced or inspected the date of the inspection/recharge and initials of the service technician, must be recorded on a tag or label affixed to the extinguisher(s) No Metal Stamping.

Recharge Checklist:

- Discharge remaining dry chemical from canister
- Remove valve from canister
- Remove valve stem, siphon tube and spring from valve body
- Clean all parts along with valve body thoroughly removing all packed dry chemical from vital areas
- Refill canister with correct dry chemical to eliminate lumped, caked and damp dry chemical, noting possible improper past recharging agent used
- Examine "O" rings for wear and size and replace when necessary
- Lubricate all "O" rings, sealing surfaces and moving parts
- Reassemble valve
- Replace valve into canister and pressurize to correct operating pressure using moisture trap with oxygen
- Submerge entire canister into water to check for any possible leaks
- Replace nozzle or hose assembly seal valve and tag extinguisher showing date and type of extinguisher with durable tag

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.

"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 within 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# _____

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Fire Extinguishers, Inspections and Related Services

Aviation	# of Extinguishers	Name of Facilities	Estimate # of Extinguishers
Locations:		Property Management:	
Parking Garage 3rd Floor	36	City Hall	83
Center 1 & Fire House	15	Municipal Garage	21
US Customs	7	Field Office	47
Electrical Trades/Bldg	6	Kiser Street Complex	42
COD Garage East	22	One Stop	37
COD Garage West	6	Radio Repair (#1)	4
COD Fuel Farm	3	Wellness Center (#2)	1
Pump House	2	Street Maintenance (#4)	19
Generator	1	Fleet Mgt (#7)	24
UPS	1	Vacant Land Mgt (#8)	2
Total	99	Facilities Mgt (#10)	2
		Waste Collection Assembly (#14)	6
Main Terminal & Generator		Welding Shop (#17)	8
6th Floor	4	Plumbing Shop (#20)	8
5th Floor	1	Dir. Public Works/Electric Shop (#23)	10
4th Floor	2	CPOD	8
3rd Floor	1	EPODN	10
2nd Floor	11	EPODS	13
Basement	17	Police Academy	18
1st Floor Sterile Side	5	Safety Building	52
1st Floor Front Lobby	21	Signals Building	9
Explosive Detection Area 1st Floor	12	Special Investigations	11
Generator Vault North Ramp	3	WPOD	14
Generators	5	Cultural Center	5
Total	82	GDRC	24
		Jim Nichols Tennis Center	1
B Concourse 1st floor	24	Kettering Field Maintenance Building	5
B Concourse 2nd floor	15	Kettering Field Softball Complex	3

A Concourse 1st floor	10		
A Concourse 2nd floor	18		
Total	67		
Parking Garage 2nd Floor	38	Signals Building	9
Total	38	Special Investigations	11
		WPOD	14
Parking Garage 1st Floor	46	Total	142
Total	46		
		Recreation:	
Total Aviation Fire Extinguishers	332	GDRC	24
		Jim Nichols Tennis Center	1
		Kettering Field Maintenance Building	5
		Kettering Field Softball Complex	3
		Lohrey Recreation Center	13
		Northwest Recreation Center	21
		Total	76

Fire House Locations:	# of Extinguishers
2	13
4	8
8	9
10	8
11	36
12	8
13	13
14	17
15	12
16	14
17	7
18	14
TC	6
Garage	17
HQ	11
Total	193

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FIRE EXTINGUISHERS, FIRE AND SMOKE DAMPER INSPECTION, MAINTENANCE AND REPAIR SERVICES
PART I of II

Please fill in Grey Shaded Areas Electronically using Part II. Part II shall be submitted in EXCEL(NON PDF) to bids@daytonohio.gov.

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

The City of Dayton is using P-Cards (Master Charge) for many low dollar purchases based on any Price Agreement(s) in effect – please bid accordingly.

Do you accept Master Charge Cards? _____

The City of Dayton shall receive a Discount of _____% off list pricing for Fire Extinguishers and related supplies not listed herein.

Please submit Certifications, Licenses or Permits which have been issued to you in compliance with Federal, State and Local Government agencies regulating your industry.

Price to remain firm for the period through September 30, 2024?

Yes [] or No [] If no, for how long? _____.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from October 1, 2024 through September 30, 2025) at the City's discretion?

Yes [] No [] If appropriate, state maximum percent of increase (**based on pricing as of first year of bid**) to retain this option is _____%.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from October 1, 2025 through September 30, 2026) at the City's discretion?

Yes [] No [] If appropriate, state maximum percent of increase (**based on pricing as of first year of bid**) to retain this option is _____%.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from October 1, 2026 through September 30, 2027) at the City's discretion?

Yes [] No [] If appropriate, state maximum percent of increase (**based on pricing as of first year of bid**) to retain this option is _____%.

Bidding Company: _____

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FIRE AND SMOKE DAMPER INSPECTION, MAINTENANCE AND REPAIR SERVICES

(Per Specifications Attached)

The City of Dayton is using P-Cards (Master Charge) for many low dollar purchases based on any Price Agreement(s) in effect – please bid accordingly. Do you accept Master Charge Cards? YES [] NO []

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

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

WORK HOURS:

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

Standard work hours – Please define: _____

Non-Standard work hours – Please define: _____

Week-end work hours – Please define: _____

Holidays (as designated by Bidder) – Please define: _____
(Bidder to provide annual Holiday list with bid response)

EMERGENCY SERVICES – Available for 24x7x365 service? YES [] NO []

If yes, please provide a list of two (2) corporate officers or senior management personnel for contact purposes for 24 hour 365 day per year emergency contact.

Contact Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Contact Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Bidding Company: _____



CITY OF DAYTON
FIRE AND SMOKE DAMPER INSPECTION, MAINTENANCE AND REPAIR SERVICES
SPECIFICATIONS AND REQUIREMENTS
August 2023

Fire and Smoke Dampers

The City of Dayton OH (City) is seeking to establish a price agreement with qualified, responsive, and cost effective fire and smoke damper service providers to maintain and repair a wide variety of dampers in buildings throughout the City. Bidder's services shall provide routine inspection, written documentation of inspection, maintenance, repair and emergency services on an as needed for all buildings and structures the City is responsible for managing.

This bid is designated as optional use for all City Departments; as a result using Departments are not required to utilize this bid to procure the items listed herein. If a Department determines that purchasing of the listed items(s) is not in their best interest, such may be purchased elsewhere. All qualified bidders will be considered for award, based on a multiple award concept, however, it will be solely at the discretion of the City's using Departments to place orders with any one or all bidders which have submitted a bid.

AWARD

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

GENERAL

These specifications are to provide services dedicated to the inspection, maintenance and regarding fire and smoke dampers at all applicable properties under the control of the City. This price agreement may be utilized for any/all City Departments.

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

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

CITY BUILDING LOCATIONS

The listing represents some of the locations with estimated numbers of fire and/or smoke dampers. Not all buildings requiring services are listed. Additional locations may be provided to the Contractor(s) should services be determined necessary by the City.

Department Of Fire

- Fire Station 14 at 2213 N. Main St., Dayton OH 45405
 - 4 dampers
- Fire Station 15 at 2801 Wayne Ave., Dayton OH 45420
 - 5 dampers
- Fire Training Center at 200 McFadden Ave., Dayton OH 45403
 - 3 dampers

Department Of Water

- Division of Water Administration at 320 W. Monument Ave., Dayton OH 45402
 - Four (4) floors - 5 dampers per floor

- Division of Water Reclamation at 2800 Guthrie Rd, Dayton OH 45417
 - Maintenance Room – 1 damper
 - Operation and Control Room – 13 dampers
 - Administration Building – 3 dampers

- Division of Water Utility Field Operations at 900 and 945 Ottawa St., Dayton OH 45402
 - Sewer Maintenance Building – 2 dampers
 - Water Distribution Building – 7 dampers

SCOPE OF WORK

The City is seeking bids for fire and smoke damper services to maintain and repair a wide variety of dampers in buildings throughout the City. These services shall include inspections and testing with documentation, maintenance and repairs on an as needed basis.

All inspections must be performed by contractors, inspectors and technicians that have American National Standards Institute (ANSI) and International Certification Board (ICB) certifications. The contractor shall submit copies of required certification for all individuals conducting the testing upon request. If at anytime personnel is replaced or added, the new certifications shall be available upon request.

All inspections and related testing must be in accordance to NFPA 80 and NFPA 90A guidelines. Services shall adhere to inspection and testing of fire and smoke dampers per City of Dayton Building Codes and Ohio Administrative Code 1301:7-7-07 and 2016 edition of NFPA #80, Section 19.5 through 19.6.6. City of Dayton Building Codes can be located at <http://www.daytonohio.gov/194/Building-Codes>.

- Locate and operate fire or smoke damper. If a damper is inaccessible, provide a good faith effort to access.
- Manually operate fire or smoke damper to verify that it is operable and fully closes. Check the damper linkage, check and test the physical operation of the damper by opening and closing, check the fire link, and clean/lubricate the damper fins, frame and tracks.
- Provide written documentation, to include but not limited to, location of damper, size and type of damper, date inspected, status of pass/fail, and comments (if necessary).
- Provide pictures displaying damper prior to inspection and after inspection.

The following information is from the City's Code of Ordinances.

- Definition:
https://library.municode.com/oh/dayton/codes/code_of_ordinances?nodeId=TITXIBURE_CH114PLHE_DIV2HE_S114.30DE

- Fees for permits:
https://library.municode.com/oh/dayton/codes/code_of_ordinances?nodeId=TITXVLAUS_CH153UNBUCO_S153.64F_EPEHEVECORECOEQ

The Contractor shall furnish all labor, equipment, supplies and materials required to locate and thoroughly inspect all fire and smoke dampers.

SERVICE HOURS

Work hours for City departments/divisions may vary and will be determined by the City location(s) being serviced. However, some service hours may be performed outside of 7:00 A.M. through 6:00 P.M., Monday through Friday, excluding holidays. Overtime rate shall not exceed 1 ½ times the regular hourly rate. Any overtime work shall be pre-approved by appropriate department/division.

SAFETY REQUIREMENTS

Contractor and any/all employees/sub-contractor shall adhere to, at all times, the Occupational Safety & Health Standards established by the Occupational Safety & Health Administration (OSHA).

The Contractor, its employees, agents, representatives, and any other party working on its behalf shall comply with all applicable terms of the Occupational Safety Health Act. 29 U.S.C. 651 et seq and any applicable related regulations, including, but not limited to those stated in 29 CFR 1910 and 29 CFR 1926, and shall comply with all applicable terms of the Ohio Revised Code Chapter 4167. This compliance shall include, but shall not be limited to, at a minimum, providing all safeguards, safety devices, and protective equipment. The Contractor further shall take any and all other actions reasonably necessary to protect the life and health of employees of the Contractor and of the County and to protect property in connection with the performance of the work under this agreement.

REPAIRS

If at any time during the initial review, the Contractor discovers or observes a unit in need of repair, the Contractor shall notify the requesting City department or division within 24 hours of detection. Include:

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

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

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

Any new fire/smoke dampers, access doors, panels, materials and other equipment shall comply with current Ohio Building Code, Ohio Mechanical Code and Ohio Fire Code.

Contractor shall receive prior approval by the appropriate City department/division before performing repairs.

DISPOSAL

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

Should the City request disposal of units by the Contractor, the City shall receive a credit equal to the scrap value of the unit less two percent (2%) to be applied towards the replacement unit.

It shall be the Contractor's responsibility to clean up and dispose of excess materials and debris at no additional cost to the City. The City considers this part of the expected service. For all materials designated for disposal by the City, the Contractor shall clean up and properly dispose of and/or remove any excess materials and debris resulting from and/or associated with the work. Disposal of all waste and debris, non-hazardous or hazardous, resulting from services shall be in accordance with both the State of Ohio and City of Dayton ordinances.

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. If the Contractor suspects any potential hazardous material is in the proposed disturbance area of any repairs or removal, they should cease working and notify the City immediately.

The Contractor and his workers/subcontractors are cautioned to use extreme care to protect all property from damage during the course of this work and shall protect all adjacent areas and structures. Any damage, including damage to finished surfaces, resulting from the performance of any resulting agreement shall be repaired to the City's satisfaction at the Contractors cost.

No debris, chemicals or other toxic materials shall be allowed to enter any of the local storm drains on site. During the working phase and upon completion of the project, the Contractor shall be responsible to remove all debris and excess material and dispose of in City designated area(s) from the job sites. All work areas will be properly cleaned and returned to acceptable condition per the designated City departments. Contractor is responsible for removal and disposal of all debris associated with each or all job sites.

WARRANTY

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

EXCEPTIONS

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

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

INVOICES FOR SERVICES PERFORMED

Invoices shall be submitted, to the appropriate City department/division in a timely manner, not to exceed 30 days, after completion of service. All initial invoices submitted for payment shall include, but are not limited to the following:

- Total number of hours worked (labor)
- Location of unit: Building name, (e.g. City Hall, Safety Bldg., etc.), address, floor, department and location in department (e.g. unit located in closet, next to room 123)
- Type of Unit, manufacturer name and serial number of unit serviced
- Warranty Card, if applicable
- Detailed itemized cost of billing for services performed (materials, parts, supplies and related items).
- Copies of supplier invoices for materials, parts, consumables, and equipment replaced or replenished.
- Size of Unit

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

INSURANCE

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

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

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

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

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

Worker's Compensation and Employers' Liability Insurance: The Contractor shall maintain insurance that will protect their company from claims under worker's compensation acts and other employee benefits acts for damages because of bodily injury, including death, to their employees. The Contractor shall have and maintain worker's compensation insurance during the entire term covered by this IFB.

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

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

CONDITIONS AT SITE, BUILDING OR STRUCTURE

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

DEFECTIVE WORK

All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, removed and replaced at the Contractor's expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at his expense.

UNSATISFACTORY PERFORMANCE

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

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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

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

Should performance be unsatisfactory, the Contractor shall, for the expenses of finishing the work (including compensation for additional managerial and administrative services) pay the difference to the City for completion of the project. The expense

incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City. Termination of the contract under this section is without prejudice to any other rights or remedies of the City.

TERMINATION

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

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

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

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DIVISION OF PROCUREMENT
E-MAIL TO: bids@daytonohio.gov

Date: _____

Buyer: John Finley - john.finleyjr@daytonohio.gov

I.F.B. No. JF23015

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

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE
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Optional Bid Opening

All bids shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's bid document exceed this limit, your company will have to submit its bid document in multiple parts (emails). Should bid document require multiple emails, please designate in the "Subject" line of each email sent: IFB No. JF23015.

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

Topic: Bid Opening - IFB No. JF23015 Fire Extinguishers, Fire and Smoke Damper Inspection, Maintenance Services Part I of II

September 7, 2023 Time: 3:00 P.M. Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/6068939302>

Meeting ID: 606 893 9302

One tap mobile

+13092053325,,6068939302# US

+13126266799,,6068939302# 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)
- +1 305 224 1968 US
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 606 893 9302

Find your local number: <https://us02web.zoom.us/j/kcR8qdc7lz>

Bidding Company: _____

TERMS AND CONDITIONS

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

I. TESTIMONY AND AUTHORIZATION

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

Type or Print Agent Name

Agent Signature and Date

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

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

Section 1. Definitions

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

Section 2. Intent

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

Preferences will be given in the following order:

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

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

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

Section 3. Applying Local & Certified Preference Example

Bid Responses:

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

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

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

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

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

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

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

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

Section 4. Ties

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

Section 5. City Manager Authorization

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

Section 6. Severability

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

Section 7. Expiration

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

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

By informal resolution 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 as a result 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.

- 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.

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.: _____