

CITY OF DAYTON, OHIO

INVITATION FOR BID
IFB No. 26011AD

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

Residential Asbestos Abatement and Remediation Services Part I of II

For Further Information Contact:

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

Date November 04, 2025

Nicole Fox
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO bids@daytonohio.gov
NO LATER THAN: **2:00 P.M. local (Dayton OH) time on November 18, 2025**

User Agency: Planning, Neighborhoods and Development

Your bid is requested for the following:

To establish a firm Price Agreement for Residential Asbestos Abatement and Remediation Services with pricing to remain firm for the period January 1, 2026 through February 28, 2027 with a possible option to renew, at the City of Dayton's discretion, firm pricing for three (3) additional 12-month periods from March 1, 2027 through February 28, 2030.

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

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

Questions: Please submit any and all questions in writing to Austin Dickison at Austin.Dickison@daytonohio.gov no later than 11:00 AM on November 10, 2025. Answers will be posted by end of business on November 13, 2025.

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 and Excel Spreadsheet 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: _____

I.F.B. No. 26011AD

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

Residential Asbestos Abatement and Remediation Services Part I of II

Both portions of the Residential Asbestos Abatement and Remediation Services bid must be completed electronically. Send one original pdf signed bid and one excel spreadsheet electronic via e-mail to: **bids@daytonohio.gov**

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

- Price to remain firm for the period January 1, 2026 through February 28, 2027.
- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from March 1, 2027 through February 29, 2028) at the City's sole discretion?
Yes [] No [] If appropriate, state maximum percent of increase (**based on pricing as of first year of bid**) to retain this option is _____%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase
- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from March 1, 2028 through February 28, 2029) at the City's sole discretion?
Yes [] No [] If appropriate, state maximum percent of increase (**based on pricing as of first year of bid**) to retain this option is _____%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase
- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from March 1, 2029 through February 28, 2030) at the City's sole discretion?
Yes [] No [] If appropriate, state maximum percent of increase (**based on pricing as of first year of bid**) to retain this option is _____%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase

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

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

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

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

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

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

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

Bidding Company _____

Address : _____

City State Zip Code

Email address to send Purchase Order to: _____

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

Signature: _____

Phone No. _____ /FED. ID# _____

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

Date: _____

I.F.B. No. 26011AD

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

COOPERATIVE PRICING AGREEMENT

Yes [] No [] If appropriate, are you a part of a Cooperative Pricing Agreement?

If Yes, please elaborate:

BID DOCUMENT

All bids shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City's email size can only accept 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should the bid document be larger than this size your company will have to submit bid in several email documents. Should the bid be submitted in multiple parts please designated in the "Subject", your bid response as multiple "Parts", i.e. IFB No. 26011AD Part 1, IFB No. 26011AD Part 2, etc.

BID OPENING

Topic: CITY OF DAYTON BID OPENING – IFB 26011AD – Residential Asbestos Abatement and Remediation Services

Time: November 18, 2025 2:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

Invite Link: <https://us04web.zoom.us/j/79518979407?pwd=flx9vbguDHogUydSpD0bkJOfaw40DV.1>

Meeting ID: 795 1897 9407

Passcode: Yyi5MH



CITY OF DAYTON
RESIDENTIAL ASBESTOS ABATEMENT AND REMEDIATION SERVICES
IFB NO. 26011AD

Name of Bidding Company: _____

REFERENCES FOR BIDDING COMPANY

List company names, addresses, and telephone numbers for at least three (3) references presently or previously served by your Company for IFB No. 26011AD. 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 PLANNING, NEIGHBORHOODS, AND DEVELOPMENT
DIVISION OF HOUSING AND INSPECTIONS
RESIDENTIAL ASBESTOS ABATEMENT AND REMEDIATION SERVICES
Specifications
November 2025

INVITATION FOR BIDS (IFB) – ASBESTOS ABATEMENT AND REMEDIATION SERVICES

SECTION 1 – SCOPE OF WORK

1.01 PURPOSE AND NEED / PROJECT DESCRIPTION

The Department of Planning, Neighborhoods & Development seeks qualified contractors to provide professional asbestos abatement and remediation services for residential structures identified for demolition. The structures may contain friable and non-friable asbestos-containing materials (ACM) in any or all of approximately ninety (90) properties. Bidders shall submit sealed bids detailing compliance with the requirements herein. The City of Dayton intends to award a contract to the lowest responsive, responsible bidder meeting all specifications.

1.02 BACKGROUND INFORMATION

The City of Dayton has identified nuisance structures for demolition to address health and safety concerns in targeted neighborhoods. Asbestos surveys are conducted and reports issued prior to abatement. This IFB seeks qualified vendors to perform abatement and remediation of asbestos-containing materials in accordance with City of Dayton, Ohio Environmental Protection Agency (Ohio EPA), and Regional Air Pollution Control Agency (RAPCA) regulations.

1.03 ENVIRONMENTAL REMEDIATION SCOPE OF WORK AND TESTING REQUIREMENTS

The qualified Contractor shall provide all tools, labor, and materials for proper abatement of any friable asbestos-containing materials (ACM) or non-friable ACM that may become friable during demolition, within selected residential structures, including all appurtenances and contents of the buildings. Since the structures are scheduled for demolition, abatement of ACM may be destructive.

All work shall be performed in accordance with the *Construction and Material Specifications, City of Dayton*, dated October 1, 2008, specifically Items 202.01 through 202.11 for building and debris abatement. The City assumes no responsibility for the proper and safe execution of the work. Link to the City's specifications:

<http://www.cityofdayton.org/departments/pw/ce/Pages/ConstMatSpecs.aspx>.

All asbestos abatement and remediation services must comply with applicable Ohio EPA regulations and RAPCA requirements. Contractors are responsible for ensuring their work meets these environmental safety standards.

1.04 QUALIFIED CONTRACTOR BID SUBMITTAL REQUIREMENTS

The Contractor shall furnish the following:

1. Sample copies of written notifications sent to and received from the Ohio EPA and RAPCA.
2. Sample copies of all required permits and arrangements for transportation and disposal of asbestos-containing or contaminated materials and supplies.
3. A sample Project Plan or Abatement Design detailing procedures and equipment to be used.

4. Documentation verifying that each employee has received instruction on the hazards of asbestos exposure and other topics required by OSHA 29 CFR 1926.1101 for Class I and II asbestos work involving asbestos-containing surfacing materials, thermal system insulation, and miscellaneous materials.
5. Standard operating procedures outlining protection measures for workers, visitors, and employees, and prevention of contamination outside work areas until completion.
6. A list of respiratory protection systems available for use, if required by a job.
7. Documentation confirming medical records and respirator fit testing for all personnel.
8. Hazard Communication Program.
9. **IFB 26011AD Residential Asbestos Abatement and Remediation Services Part II of II Pricing Schedule:**
 - Abatement work shall follow the process/method outlined in the Survey Report for each property.
 - Contractors shall submit estimates for remediation work per the Cost Sheet in IFB 26011AD Residential Asbestos Abatement and Remediation Services Part II of II.
 - The City reserves the right to remove any structure from a Notice of Possession until abatement begins.

1.05 COMPENSATION FOR SERVICES

Bidders must provide a cost for each item listed in IFB 26011AD Residential Asbestos Abatement and Remediation Services Part II of II (Item Cost Sheet for ACM Abatement/Disposal) as a mean (average) per unit of measure (e.g., \$3.21/square foot). Compensation is based on approved prices, satisfactory completion of work, and submission of a properly executed invoice with all required supporting documentation. The City reserves the right to determine that costs are proper and correct. Contractors are not eligible for reimbursement of improperly or incorrectly bid costs, nor entitled to adjustments upon discovery of such errors.

1.06 NOTICE OF POSSESSION (NOP) PERFORMANCE OUTLINE

Each NOP, issued by a Nuisance Abatement Specialist (Project Manager), will include:

1. **Start Date:** Designated by the City.
2. **End Date:** Estimated Business Days for completion.
3. **Building Address:** Per Montgomery County Auditor's Parcel information.
4. **Lot Number:** From Montgomery County plat records.

Contractors may not commence on-site work prior to NOP issuance. The asbestos survey will indicate the type, location, and quantity of ACM. Contractors must compare the property with the survey and report discrepancies affecting work start. No payment adjustments for abatement of materials exceeding survey quantities will be made without prior written City authorization, accompanied by a revised asbestos survey report. Contractors are not authorized to Point Count materials to eliminate them from abatement. Additional work requires City approval of the new scope and payment adjustment.

1.07 ENVIRONMENTAL REMEDIATION SERVICES PERFORMANCE

Contractors shall review ACM identified in the Survey Report prepared by the City's Asbestos Survey and Verification Inspection Contractor. The Survey Report will identify quantities and provide a cost estimate for abatement.

Contractors shall remove, at a minimum:

1. Asbestos-containing thermal system insulation from piping, boilers, or other building systems.
2. Asbestos-containing surfacing materials, including plaster, stucco, fireproofing, and similar materials.
3. Friable asbestos-containing miscellaneous materials.

4. Non-friable asbestos-containing roofing, flooring, siding, and other materials if likely to become friable during demolition or abatement, as required by law.

A licensed asbestos remediation supervisor must be on-site within the containment area for at least 25% of the abatement period to supervise progress. The supervisor must be trained per EPA's Model Accreditation Plan or equivalent and licensed by the State of Ohio. Contractors must dispose of asbestos-containing waste materials (ACWM) at a Type II landfill, maintaining legible executed manifests for seven years and submitting them with payment requests. If previously unidentified ACM is discovered, work must stop immediately, and the Environmental Consultant must inspect and analyze the materials before work resumes.

1.08 INITIAL EXPOSURE ASSESSMENT

A competent person shall conduct an initial exposure assessment to determine airborne asbestos fiber levels. Daily air monitoring is required unless a negative exposure assessment is obtained. If no monitoring is performed, exposure is assumed to exceed permissible limits, and appropriate work practices must be implemented. Respirators are mandatory for all Class I and certain Class II asbestos work per OSHA 29 CFR 1926.1101.

1.09 REGULATED AREA

A regulated area shall be established per 29 CFR 1926.1101, demarcated to minimize asbestos exposure. Danger signs in English and Spanish, per OSHA requirements, shall be displayed. Engineering controls (wet methods, HEPA-vacuuuming, impermeable drop cloths, HVAC isolation) and a negative pressure enclosure are required. Improperly labeled or classified ACWM disposal is prohibited.

1.10 CONTRACTOR'S EMPLOYEES

All personnel must be trained, tested, and licensed in Ohio for asbestos abatement, familiar with the Contractor's standard operating procedures, and have passed OSHA-required medical examinations and respirator fit tests. The superintendent and foreman must have participated in at least five abatement projects in the last two years. Sub-contractors must meet the same requirements and be pre-approved by the City.

1.11 BUSINESS DAY AND HOURS OF OPERATION

A "Business Day" excludes legal holidays, Saturdays, and Sundays unless special permission is granted. Work hours are 7:00 a.m. to 6:00 p.m. per R.C.G.O. Item 94-05 (Noise Pollution). Work outside these hours requires a permit from the Building Inspector, granted for up to three days for urgent public health and safety needs.

1.12 PERFORMANCE PERIOD

Each contract will specify a performance period with milestones:

1. Obtain permits and notify RAPCA within 3 Business Days of contract issuance.
2. Begin abatement within 13 Business Days.
3. Complete abatement as determined by the City's Project Manager. Failure to meet milestones may incur liquidated damages of \$500 per Business Day until completion, unless an extension is granted.

1.13 REPORTING REQUIREMENTS

Contractors must maintain financial documentation (receipts, contracts, etc.) and have administrative policies, systems, or personnel to collect, manage, and report required information. Bidders must confirm capacity to meet these requirements.

1.14 STAFFING

Bidders must confirm they have qualified staff and adequate staff time for all necessary functions.

TERMS AND CONDITIONS

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

AFFIRMATIVE ACTION ASSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

COUNTY: _____ STATE: _____ ZIP CODE: _____

FEDERAL I.D. NO.: _____

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

I. TESTIMONY AND AUTHORIZATION

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

Type or Print Agent Name

Agent Signature and Date

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

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

Section 1. Definitions

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

Section 2. Intent

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

Preferences will be given in the following order:

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

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

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

Section 3. Applying Local & Certified Preference Example

Bid Responses:

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

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

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

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

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

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

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

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

Section 4. Ties

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

Section 5. City Manager Authorization

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

Section 6. Severability

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

Section 7. Expiration

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

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

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

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

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

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

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

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____

Signature/Title: _____
Federal I.D. #: _____
Phone No.: _____
Email: _____

DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES _____ NO _____

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

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES _____ NO _____

(2) Been the subject of:

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

RESPONSE: YES _____ NO _____

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

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

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

RESPONSE: YES _____ NO _____

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

RESPONSE: YES _____ NO _____

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

RESPONSE: YES _____ NO _____

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

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

RESPONSE: YES_____ NO_____

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

Wage Theft:

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

Payroll Fraud:

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

RESPONSE: YES_____ NO_____

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