

# CITY OF DAYTON, OHIO

AD # 2/20 & 2/24

INVITATION FOR BID  
**IFB No. S26008**

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

## **Commercial Ground Maintenance Services Part I of II**

**For Further Information Contact:**

Jason Schortgen, CPPB  
Room 514, CITY HALL  
101 W. Third St.  
Dayton OH 45402  
Phone No. 937-333-4034

Date February 20, 2026

**Nicole Fox**  
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO  
[bids@daytonohio.gov](mailto:bids@daytonohio.gov) NO LATER THAN: **10:00 A.M. local (Dayton OH) time on March 5, 2026.**

User Agency: Various Departments and Divisions

**Your electronic PDF bid is requested for the following:** To establish a firm Price Agreement for Commercial Ground Maintenance Services with firm pricing through December 31, 2026 with a possible option to renew, at the City of Dayton's discretion, firm pricing for three (3) additional 12-month periods from January 1, 2027 through December 31, 2029.

For additional information on this IFB, please contact the Division of Procurement, Jason Schortgen at (937) 333-4034.

**Mandatory Site Visit:** 2800 Guthrie Rd., Dayton, OH 45417 in the Operations and Control Building – Training Room from 1:30 – 3:30 PM on February 26, 2026. All locations will be visited after a short presentation.

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](http://www.daytonohio.gov/781/Doing-Business-With-the-City-of-Dayton)

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

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

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

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

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

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

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

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

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

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

**BID TO THE CITY OF DAYTON, OHIO**  
**DIVISION OF PROCUREMENT**  
**E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)**

Date: \_\_\_\_\_ Buyer: Jason Schortgen Voice (937) 333-4034 I.F.B. No. S26008

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

**DESCRIPTION**

**COMMERCIAL GROUND MAINTENANCE SERVICES**

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. Therefore, the City asks that you bid on the items which you have available to you. The bid may be awarded to multiple bidders based on best pricing for the services outlined.

**Part II of II**

Part II of the Commercial Ground Maintenance Services bid must be completed electronically.

**\*\*\* Please fill in Grey Shaded Areas Electronically on the Excel Spreadsheet labeled Part II. Please save and submit Part II of II as an excel file.\*\*\***

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

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

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

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

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

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

Prices quoted will remain firm for acceptance 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# \_\_\_\_\_

**BID TO THE CITY OF DAYTON, OHIO**  
**DIVISION OF PROCUREMENT**  
**E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)**

Date: \_\_\_\_\_

Buyer: Jason Schortgen Voice (937) 333-4034

I.F.B. No. S26008

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

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**DESCRIPTION**

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**BID DOCUMENT**

All bid shall be submitted as PDF via electronic submission to [bids@daytonohio.gov](mailto:bids@daytonohio.gov). The City's email size can only accept 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should the bid document be larger than this size your company will have to submit bid in several email documents. Should the bid be submitted in multiple parts please designated in the "Subject", your bid response as multiple "Parts", i.e. IFB No. S26008 Part 1, IFB No. S26008 Part 2, etc.

**BID OPENING**

Topic: IFB S26008 Bid Opening

Time: Mar 5, 2026 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86822837976?pwd=1rDXNFxeByrH53RwsqbVwStE9asV5Y.1>

**Meeting ID: 868 2283 7976**

**Passcode: 838325**

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 [ ]

- Price to remain firm for the period through December 31, 2026?  
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 January 1, 2027 through December 31, 2027) at the City's sole discretion?  
Yes [ ] or No [ ] If no, 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 January 1, 2028 through December 31, 2028) at the City's sole discretion?  
Yes [ ] or No [ ] If no, 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 January 1, 2029 through December 31, 2029) at the City's sole discretion?  
Yes [ ] or No [ ] If no, 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.

**CITY OF DAYTON**  
**SPECIFICATIONS**  
**Water Reclamation Facility and Maintained Parcels**  
**IFB S26008 Commercial Ground Maintenance Services**  
**February 2026**

**Scope of Work**

The successful bidder shall provide all labor, equipment, and materials necessary to perform routine grass mowing and trimming at the Water Reclamation Facility, Broadway Pump Station, and other various sites. Services shall include, but are not limited to:

- Mowing all grass areas as identified in the images
- Trimming around buildings, fencing, tanks, piping, and other obstructions
- Edging as necessary to maintain a neat appearance
- Removal or proper dispersal of grass clippings
- Maintaining safe conditions around facility infrastructure
- Removal and disposal of tree branches

Mowing frequency is anticipated to be [weekly/bi-weekly/as needed] during the growing season, approximately [Mid-March through October], weather permitting.

**Site Conditions and Access Requirements**

The Water Reclamation Facility and the Broadway Pump Station are restricted facilities. All vendors must comply with applicable safety requirements, access restrictions, and operational guidelines established by the Department of Water.

A **mandatory** site visit is **required** for all bidders and will be scheduled and designated in the Invitation for Bid. Failure to attend the mandatory site visit shall result in disqualification of the bid.

The vendor shall submit daily documentation (e.g., work orders or sign-off sheets) for all work performed. This documentation shall be used by both the City and the vendor to verify work performed for billing purposes. Prior to the start of each season, the Division of Water Reclamation and the vendor shall conduct a coordination meeting to establish and confirm the process for tracking, reviewing, and reconciling work orders or sign-off sheets with submitted invoices.

Water Reclamation representative will contact vendor each year to set up initial service for the season.

Vendor is responsible for its employees and equipment. The City of Dayton assumes no responsibility for damages or injuries incurred on its property.

Invoices should be emailed to [wrfinvoices@daytonohio.gov](mailto:wrfinvoices@daytonohio.gov).

Water Reclamation's business hours are Monday – Friday, 7:00 a.m. – 3:30 p.m., excluding City of Dayton Holidays.

## **2800 Guthrie Rd., Dayton, OH 45417 (See Image 1)**

### **Mowing**

- Mowing shall be performed once per week, with a minimum of five (5) days between mowings. An estimated twenty-six (26) mowing cycles per season are anticipated.
- During the fall months, mowing frequency may be reduced to biweekly, as directed by the Department of Water.
- All grass areas within the designated/highlighted areas shall be mowed.
  - Mowing and maintaining the North outside fence line to Guthrie Road will be performed by the vendor.
  - Mowing of the East, West, and South outside fence lines will be maintained by the City.
  - Fenceline: East, West, North, and South inside and outside of the fence line shall be maintained by the vendor.
- Cleanup shall be performed with each mowing, including:
  - Removal and proper disposal of all debris/trash.
  - Removal of grass clippings from all hard surfaces, including sidewalks, paved areas, and equipment pads
- The vendor shall be responsible for maintaining chain link fence lines. Vendor is responsible for “grass” removal from fence line. As for heavy brush, the initial fence line clearing will be completed in the spring by Water Reclamation staff; thereafter, the contractor shall maintain the fence line for the remainder of the mowing season.
- Weed removal and control shall be provided both inside and outside the perimeter chain link fence line. This needs to be performed on a bi-weekly basis if other methods of weed control are not being used.
- Weed removal and control shall be performed around all buildings, sidewalks, tanks, basins, manholes, valve boxes, fire hydrants, vaults, etc. This needs to be performed on a bi-weekly basis if other methods of weed control are not being used.
- The use of approved weed control products is permitted for fence line maintenance. No spraying shall occur when rainfall is predicted.
- Weed retardant applications shall be used judiciously, with an anticipated three (3) to four (4) applications per mowing season, including but not limited to:
  - Curb cracks, parking lots, gravel areas, and areas around existing structures (buildings, tanks, walkways, piping, etc.).
  - Removal of weeds and grass in and around bollards and gravel areas located between biofilters.

### **Edging – Curbs, Sidewalks, Mowing Strips**

- Optional work upon request. Provide a cost to edge all sidewalks, curbs, mow strip around tanks and basins, etc.

### **Tree Pruning and Trimming**

- All trees shall be pruned and trimmed twice per year, once in April and once in September.
- Services shall include removal and proper disposal of all debris/trash.

### **Landscaping – Administration Building and Entrance Sign**

- Shrubs surrounding the administration building [front and rear] and facility entrance sign shall be pruned, trimmed, and shaped twice per year, once in May and once in September.
- Facility entrance sign – May/June plant annual flowers.
- Landscape beds shall be weeded monthly.

## **2100 Nicholas Road (Madden Golf Course Perimeter), Dayton OH 45417 (See Image 2)**

- Vendor shall mow grass a 40-foot strip in from Guthrie Rd., Danner Ave., McArthur Rd., and Nicholas Rd. except for the areas where there are fence lines. Areas with fence lines need to be mowed from edge of pavement to the fence.
  - Twice per month (at least two weeks apart) Estimate of 13 mows/season.
  - Includes debris/trash removal and disposal.
  - Pruning and trimming all trees and brush.
    - Remove of low limbs and removal of fallen limbs
  - Includes debris/trash removal and disposal.
- Weed Removal and Control
- Weed removal and control shall be performed around all buildings, sidewalks, tanks, basins, manholes, valve boxes, fire hydrants, vaults, etc. This needs to be performed on a monthly basis if other methods of weed control are not being used.

**East Side of Danner Avenue (between Nicholas Road to Guthrie Road) (See Image 3)**

- Mowing Eastside of Danner from intersections of Danner and Nicholas to Danner and Guthrie Roads.
  - Twice per month (at least two weeks apart) estimate of 13 mows/season.
  - Includes debris/trash removal and disposal.
  - Pruning and trimming all trees.
    - Twice per year (once in April, once in September)
  - Train Trestle: Remove brush 20 feet from back side of curb.
- Weed Removal and Control
  - Weed removal and control shall be performed around all buildings, sidewalks, tanks, basins, manholes, valve boxes, fire hydrants, vaults, etc. This needs to be performed on a monthly basis if other methods of weed control are not being used.

**West River Road and Guthrie Road (See Image 4)**

- Mow grass 40 feet in from backside of curb along West River Road
  - Twice per month (at least two weeks apart) Estimate of 13 mows/season.
  - Includes debris/trash removal and disposal.
  - Train Trestle: Remove brush 20 feet from backside of curb.
- Weed Removal and Control
  - Weed removal and control shall be performed around all buildings, sidewalks, tanks, basins, manholes, valve boxes, fire hydrants, vaults, etc. This needs to be performed on a monthly basis if other methods of weed control are not being used.

**SunWatch Entrance at Intersection of Guthrie Road/West River Road (See Image 5)**

- Mow grass from West River Road to split rail fence line and mow a 10-foot strip on the inside of the fence line.
  - Twice per month (at least two weeks apart) Estimate of 13 mows/season.
  - Includes debris/trash removal and disposal.
- Weed Removal and Control
  - Weed removal and control shall be performed around all buildings, sidewalks, tanks, basins, manholes, valve boxes, fire hydrants, vaults, etc. This needs to be performed on a monthly basis if other methods of weed control are not being used.

**Intersection of Nicholas Road/West River Road, South Corner (See Image 6)**

- Mowing
  - Twice per month (at least two weeks apart) Estimate of 13 mows/season.
  - All grass areas within the highlighted area.
  - Includes debris/trash removal and disposal.
- Weed Removal and Control
  - Weed removal and control shall be performed around all buildings, sidewalks, tanks, basins, manholes, valve boxes, fire hydrants, vaults, etc. This needs to be performed on a monthly basis if other methods of weed control are not being used.

**Intersection of Nicholas Road/Dryden Road, South Corner (See Image 7)**

- Mowing
  - Mow the fenced area and 10-feet outside the fenced area. Must contact Water Reclamation representative for access.
  - Twice per month (at least two weeks apart).
  - All grass areas within the highlighted area and within fenced area.
  - Includes debris/trash removal and disposal.
- Weed Removal and Control
  - Weed removal and control shall be performed around all buildings, sidewalks, tanks, basins, manholes, valve boxes, fire hydrants, vaults, etc. This needs to be performed on a monthly basis if other methods of weed control are not being used.

**1725 South Broadway Street, Dayton, OH 45417 (See Image 8)**

- Mowing
  - Mow fenced area. Must contact Water Reclamation representative for access.
  - Twice per month (at least two weeks apart).
  - All grass areas within the highlighted area.
    - Within fenced area
    - Outside of fenced area
      - Includes road right-of-way on Nicholas Road and S. Broadway Street
  - Includes debris/trash removal and disposal
- Weed Removal and Control
  - Weed removal and control shall be performed around all buildings, sidewalks, tanks, basins, manholes, valve boxes, fire hydrants, vaults, etc. This needs to be performed on a monthly basis if other methods of weed control are not being used.

# As Needed Services

## **Hydroseeding**

The Contractor shall provide as-needed hydroseeding services for grounds restoration at various locations as directed by the Owner. Work may include restoration of areas disturbed by construction, maintenance, utility work, or other activities requiring stabilization and vegetation establishment.

Services shall be provided on a time-and-materials or unit-price basis, as authorized by the Owner's representative.

## General Requirements

- Work shall be performed only when directed by the Owner.
- Locations, quantities, and schedules will vary.
- The Contractor shall furnish all labor, equipment, materials, and incidentals necessary to complete the work.
- All work shall be completed in a manner that minimizes erosion, sedimentation, and disruption to surrounding areas.

## Site Preparation

Unless otherwise directed:

- Remove debris, rocks, and unsuitable materials from the area.
- Grade and smooth disturbed areas to match adjacent contours.
- Ensure soil is suitable for seed application; lightly scarify compacted soils as needed.
- Protect existing utilities, structures, and vegetation.

## Hydroseeding Materials

Hydroseeding slurry shall consist of the following components, mixed and applied in accordance with manufacturer recommendations:

- Seed Mix:  
Approved grass seed blend appropriate for the site conditions and season. Seed mix shall be subject to Owner approval prior to application.
- Mulch:  
Wood fiber or paper mulch suitable for hydroseeding applications.
- Fertilizer:  
Slow-release fertilizer appropriate for grass establishment.
- Tackifier:  
As required to promote adhesion and erosion control.
- Water:  
Clean water free from contaminants harmful to seed germination.

## Application

- Hydroseeding shall be applied uniformly at the specified or approved rates.
- Application shall not occur during heavy rain, frozen ground conditions, or when wind conditions would prevent proper placement.
- Slopes, ditches, and erosion-prone areas shall receive sufficient coverage to ensure stabilization.
- Overspray onto paved surfaces, structures, or adjacent properties shall be avoided and cleaned immediately if it occurs.

## Maintenance and Establishment

- The Contractor shall be responsible for initial application only unless otherwise specified.
- Areas failing to establish due to improper application or materials shall be re-seeded at no additional cost to the Owner.
- Normal wear, drought, vandalism, or damage outside the Contractor's control shall not be the Contractor's responsibility.

## Inspection and Acceptance

- All work is subject to inspection by the Owner.
- Acceptance will be based on proper application, coverage, and compliance with this specification.
- The Owner reserves the right to require corrective action for deficient work.

## Measurement and Payment

- Payment shall be based on unit prices (e.g., square yard, square foot, or lump sum per mobilization) as established in the IFB.
- Mobilization costs shall be included in the unit prices unless otherwise specified.
- No payment will be made for unauthorized work.

### Safety and Environmental Compliance

- The Contractor shall comply with all applicable federal, state, and local safety and environmental regulations.
- Erosion and sediment controls shall be implemented as required.
- Contractor shall always maintain a clean and safe work area.

Image 1 – 2800 Guthrie Road

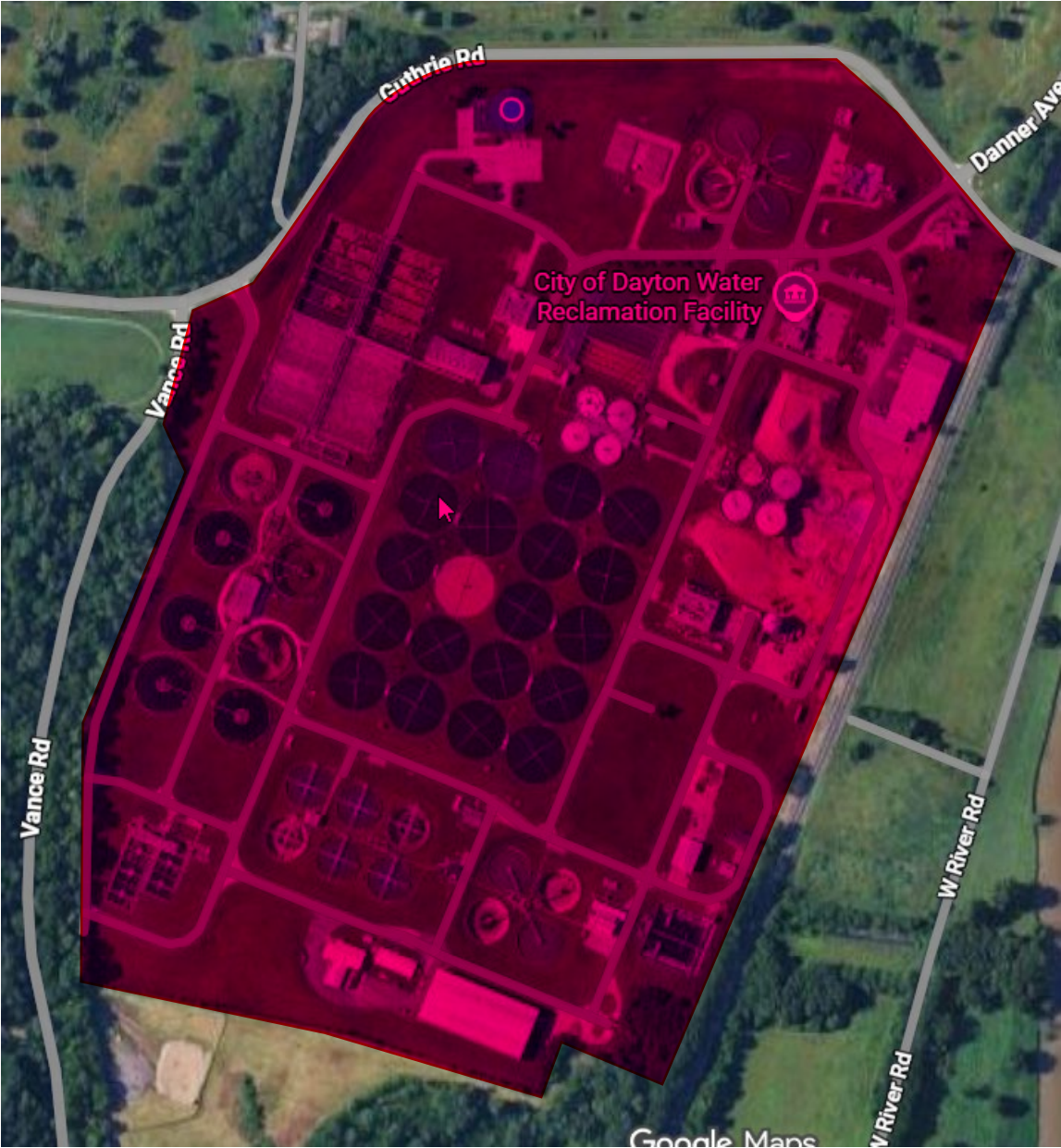


Image 2 – 2100 Nicholas/Danner, Golf Course Perimeter



Image 3 – East Side Danner Ave (Nicholas to Guthrie)



Image 4 – W. River Road and Guthrie Road (North Side)



Image 5 – SunWatch Entrance at Intersection of Guthrie Road/West River Road



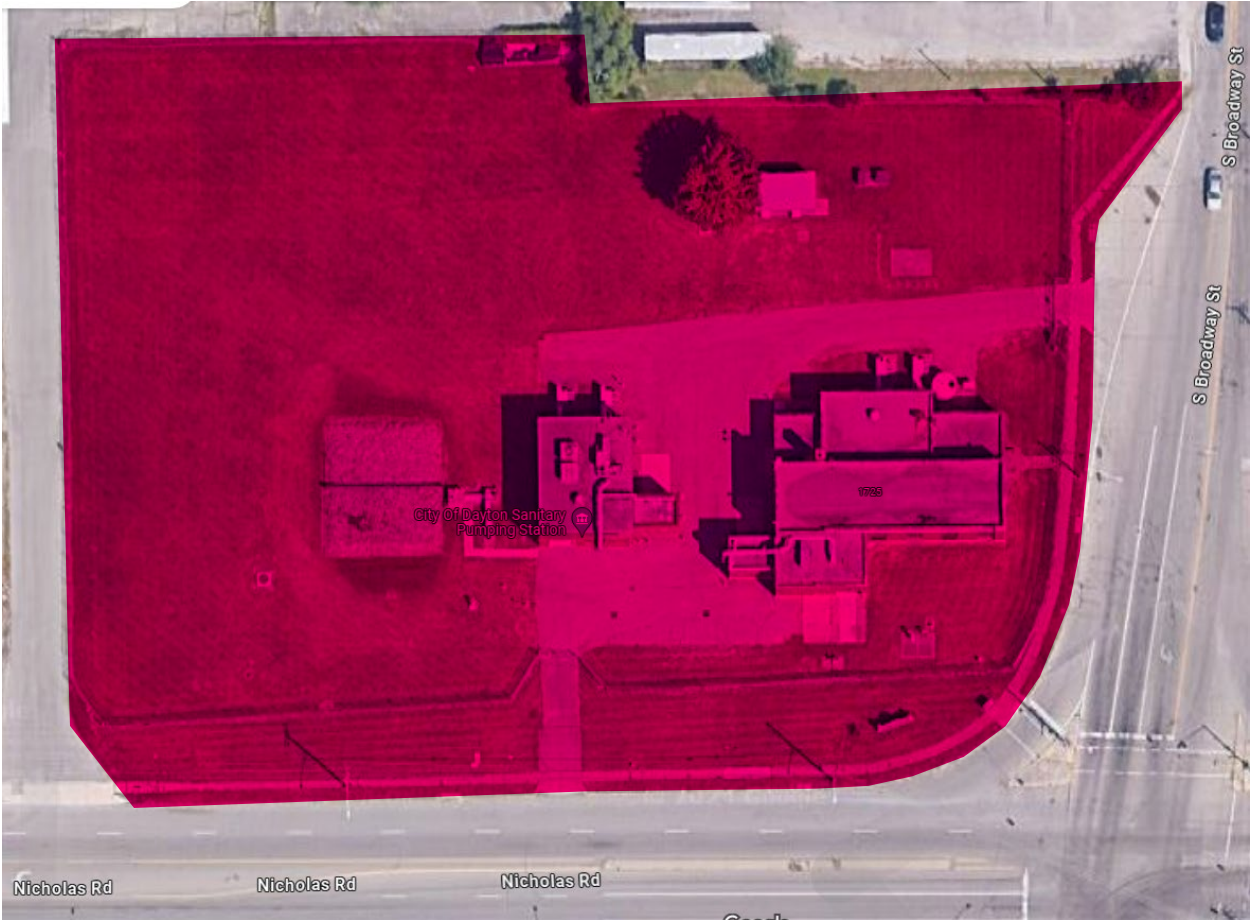
Image 6 – Intersection of Nicholas Road/West River Road, South Corner



Image 7 – Intersection of Nicholas Road/Dryden Road, South Corner



Image 8 – 1725 South Broadway Street, Dayton, OH 45417





**City of Dayton, Ohio**  
**Invitation For Bid (IFB) No. S26008**  
**Commercial Ground Maintenance Services**

REFERENCES FOR BIDDING COMPANY

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

**Names, addresses, and telephone numbers for at least three references presently or previously served by your firm for IFB No. S26008. 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: \_\_\_\_\_

## 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, subvendors 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 condition; 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 subvendors 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, vendors, Enterprise Zone employees 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. VENDOR: Vendor 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 WARRANTIES 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 vendor, terminate this purchase order in whole or in part for the City's convenience and without cause. The vendor 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TESTIMONY AND AUTHORIZATION**

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

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

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

Form LP29572-98 Rev 10-7-10

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

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

### Section 1. Definitions

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

### Section 2. Intent

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

Preferences will be given in the following order:

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

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

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

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

Bid Responses:

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

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

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

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

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

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

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

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

### Section 4. Ties

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

### Section 5. City Manager Authorization

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

### Section 6. Severability

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

### Section 7. Expiration

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

PRODUCT MANUFACTURE LABOR STANDARDS  
VENDOR COMPLIANCE FORM

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

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

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

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

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

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

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

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

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

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

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

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

## 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:

1. An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
2. 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:

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

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

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

RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

(iii) 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 \_\_\_\_\_

(iv) 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 \_\_\_\_\_

(v) 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:

- (1) Violation of State Prompt Pay Statute (ORC 4113.61)
- (2) Violation of Ohio Minimum Fair Wage Standards Act (ORC Chapter 4111) & Ohio Constitution, Article II, §34a)
- (3) Violation of State Minors' Wage & Hours Laws (ORC Chapter 4109)
- (4) Violation of State Prevailing Wage Laws (ORC Chapter 4115)
- (5) Violation of Sale of Merchandise or Required Purchase Prohibition (ORC 4113.17 & 4113.18)
- (6) Retaliation for Reporting Violations Believed to be Criminal Offense (ORC 4113.52)
- (7) Failure to Timely Pay Subcontractor or Materialmen (ORC 4113.61)
- (8) Violation of Federal Prevailing Wage Laws (Davis Bacon and Related Acts)
- (9) Violation of City Living Wage Ordinance
- (10) 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.