

CITY OF DAYTON, OHIO

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

14-FOOT TANDEM DUMP BODY & 58K LB. GVWR CHASSIS

For Further Information Contact:

Zachary Lee
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4003

Date: February 26, 2026

Nicole Fox
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO bids@daytonohio.gov NO LATER THAN: **10:00 A.M. local (Dayton OH) time on March 13, 2026**

User Agency: Various

Your electronic PDF bid is requested for the following: To set a firm price agreement for multiple 14-foot Tandem Dump Body & 58K lb. GVWR Chassis – with firm pricing from March 16, 2026, to February 28, 2027, and one option to renew at the City of Dayton’s discretion.

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

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

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

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

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

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

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

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B. Bids are to include all shipping costs to the point of delivery as indicated above.

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

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

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

The City of Dayton reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which in the judgment of roper 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**

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

DESCRIPTION

Vendors are not required to quote on every line item. Purchase orders may be issued and/or amended throughout the year as required by the various City divisions. Price quoted shall remain firm for the period of March 16, 2026 through February 28, 2027. At the City's discretion, this agreement may be renewed for an additional 12-month period (March 1, 2027 through February 28, 2028) at identical rates, terms, and conditions. Pricing shall apply only to the specific vehicle configuration, trim level, and model year identified in this bid. In the event of a manufacturer model year change or MSRP adjustment during the term of the agreement, pricing may be adjusted only to reflect documented manufacturer changes and must be supported by official OEM documentation. Any requested price increase for renewal shall not exceed two percent (2%) of the original bid, unless otherwise approved in writing by the City. All requests for renewal price increases must be accompanied by supporting documentation that clearly provides a detailed justification. The City reserves the right to accept updated pricing, require confirmation of pricing continuity, or cancel the order without penalty if pricing or specifications materially change. Failure to comply with these terms may result in bid rejection.

14-FOOT TANDEM DUMPO BODY & 58K LB. GVWR CHASSIS
(ORDER BANK OPTION)
(Per Specifications Attached)

1. 2 Each **14-FOOT TANDEM DUMP BODY & 58K LB. GVWR CHASSIS**
More or Less
\$ _____ /each

Condition: New
Mfr., Make, and Model bid: _____

Model Year/s: _____
Please specify the warranty period and coverage: _____

Delivery Date: _____ days after receipt of order.

Is pricing associated with any Cooperative Purchasing Program? Yes [] No []
IF YES, please provide name and contract number of the Cooperative Purchasing Program. _____

ORDER BANK PRICING TERMS

• Price to remain firm for the period from March 16, 2026 through February 28, 2027?
Yes [] or No [] If no, for how long? _____.

• **Renewal Option**
March 1, 2027 through February 28, 2028?
Yes [] or No [] If not, maximum percentage increase (based on first-year bid pricing): _____ %

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

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

DESCRIPTION

**14-FOOT TANDEM DUMPO BODY & 58K LB. GVWR CHASSIS
(ON THE LOT – FAST TRACK OPTION)
(Per Specifications Attached)**

2. **2** Each **14-FOOT TANDEM DUMP BODY & 58K LB. GVWR CHASSIS**
More or Less \$ _____ /each

Condition: New
Mfr., Make, and Model bid: _____

Model Year/s: _____
Please specify the warranty period and coverage: _____

Delivery Date: _____ days after receipt of order.

Is pricing associated with any Cooperative Purchasing Program? Yes [] No []
IF YES, please provide name and contract number of the Cooperative Purchasing Program. _____

ON-THE-LOT PRICING TERMS

• **Price to remain firm for the period from March 16, 2026 through February 28, 2027?**
Yes [] or No [] If no, for how long? _____.

• **Renewal Option**
March 1, 2027 through February 28, 2028?
Yes [] or No [] If not, maximum percentage increase (based on first-year bid pricing): _____ %

BIDDER SHALL PROVIDE ALL PRODUCT SUMMARY AND SPECIFICATIONS RELATED TO PRODUCT(S) AND MANUFACTURER'S WARRANTY LISTED BELOW WITH YOUR COMPANY'S BID RESPONSE.

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

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

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

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

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

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

Prices quoted will remain firm for acceptance 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. _____

DUE 03/13/2026

IFB #26025Z

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

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

DESCRIPTION

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. 26025Z Part 1, IFB No. 26025Z Part 2, etc.

BID OPENING

Topic: CITY OF DAYTON OHIO: IFB 26025Z - 14 Foot Tandem Dump Body & 58K lb. GVWR Chassis

Time: Mar 13, 2026 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/71135115720?pwd=ZVFbRhLgWrVRUzFyKm0O4sSnBk6AMj.1>

Meeting ID: 711 3511 5720

Passcode: uLDvK6



City of Dayton

**Specifications
For a
14-foot Tandem Dump Body & 58K lb.
GVWR Chassis**

City of Dayton
Division of Fleet Management
Specifications for 14-foot Tandem Dump Body & 58K lb. GVWR Chassis

General Conditions & Instructions to Bidders

This section outlines the requirements, conditions, and procedures for bidding on fleet asset purchases for the City of Dayton. Bidders must carefully review and comply with all provisions to ensure their bid is considered responsive.

Bidding Instructions

Bidders must provide new and unused equipment that meets the City of Dayton's design, construction, and operational requirements as outlined in these specifications. Responses to all specification fields are required to avoid proposal rejection. Failure to respond to any required fields may result in disqualification.

Bidders are responsible for supplying a complete unit with all standard features included in the manufacturer's latest model in current production. All equipment must comply with all applicable Federal, State, and Local regulations, including but not limited to design requirements, noise levels, brakes, lights, and safety standards.

The specifications listed in this document represent minimum requirements. If a manufacturer's standard equipment does not fully comply with these requirements but can be modified to meet specifications, such modifications must be clearly documented and submitted in writing with the bid. Unless otherwise stated, all equipment must be installed by the Original Equipment Manufacturer (OEM).

Non-OEM installations require written approval from the City of Dayton and must be accompanied by supporting literature submitted with the bid. The City of Dayton reserves the right to waive minor technicalities, reject any or all bids, and accept the bid that is determined to be in the best interest of the City.

Bidding Restrictions

Bids will only be accepted from dealers located within the State of Ohio. Bidders must be direct employees of the dealership submitting the bid. Third-party bids will not be considered.

All bidders must have the ability to enter orders directly into the manufacturer's order bank without any third-party involvement. Proof of this capability, along with proof of dealership employment and location, must be included in the bid submission.

The dealership's sales representative responsible for the bid must be present onsite during vehicle delivery. A hard paper copy invoice must be provided at the time of delivery.

Warranty

Bidders must guarantee that all manufacturer warranty services will be honored at authorized and franchised dealer service centers located within the State of Ohio. Warranty service must be available at one or more authorized service locations reasonably accessible to the City of Dayton for the duration of the warranty period.

The bid must include detailed warranty service contact information, including the company name(s), service location(s), and contact person(s). Failure to provide adequate warranty service availability or required documentation may result in bid rejection.

Warranty acceptance is subject to the approval of the Fleet Manager and will be a key factor in determining the lowest and best bid. A warranty certificate or card must be supplied with the vehicle at the time of delivery.

Delivery

The successful bidder coordinates the unit's transportation and insurance until delivery to the City of Dayton, Division of Fleet Management at 1010 Ottawa Street, Dayton, Ohio 45402.

Time is of the essence. Delivery requirements shall be based on the method of vehicle acquisition. Vehicles available from existing dealer inventory at the time of order ("on-the-lot" vehicles) must be delivered within **ninety (90) calendar days** after receipt of a purchase order. Vehicles ordered through a manufacturer's order bank must be delivered within **one hundred twenty (120) to one hundred fifty (150) calendar days** after receipt of a purchase order, subject to manufacturer production schedules. Bidders must clearly identify in their bid whether vehicles are offered as on-the-lot inventory or order bank units. Delivery time may be considered in bid evaluation and shall be a contractual obligation. Extensions to delivery timelines may be considered only for documented manufacturer delays beyond the bidder's control and must be approved in writing by the City. Failure to meet the applicable delivery requirements may result in remedies as provided in the contract.

To ensure readiness for operation, all vehicles must be delivered with the fuel tank at least ¼ full.

Exceptions & Alternative Equipment

Any deviations from these specifications must be fully documented and submitted in writing with the bid. The City of Dayton reserves the right to accept or reject any alternative equipment if it is determined that the alternative is not in the City's best interest.

**City of Dayton, Ohio
Conventional Tandem Axle Chassis
Specification Overview**

The information on this overview is to be used as an aid to the specification by providing a summary of the chassis desired. The actual specification follows, and the unit delivered must comply with the responses made in that section.

Frame

129-inch C.T.
75-inch A.F. approximate due to body configuration
Minimum 120,000 PSI high tensile strength steel frame rails
Minimum 21 cubic inch section modulus on the frame rails
Minimum 2,500,000 resistance to bending moment
Huck-spin fasteners on the frame
Front tow hooks
6" front frame extensions for plow trucks

Front Axle

18,000 lb. setback front axle
18,000 lb. tapered leaf springs
Front shock absorbers
Oil-lubricated, preset wheel ends

Steering

Dual power steering gears
Vogel or Groenveld chassis auto lube system

Rear Axle

20,000 lb. tandem rear axles
46,000 Rear Air Suspension
Manual Dump Valve Option
5.29:1 Rear axle ratio
Preset wheel ends
Pressure-lubed differentials with external filters
Differential lock

Wheels & Tires

315/80R22.5, 20 ply front tires mounted on 22.5 x 9.00 wheels with 5.25 inset
11R22.5, 16 ply rear tires mounted on 22.5 x 8.25 wheels with no inset
Hub-piloted steel wheels with a powder coat finish
Nylon separators that fit between the wheel and hub

Brakes

Bendix ADB22X air disc brakes
Bendix AD-IS heated air drier
20 CFM air compressor
Cable air drains

Engine

330 HP diesel engine
Engine shutdown system
Engine remote interface for RPM control
By-pass type engine oil filter
Powder-coated oil pan
Heavy-duty cooling system
Long-life coolant
Coolant filter
Ethylene Propylene Diene Monomer (EPDM) coolant hoses
Constant torque radiator hose clamps
Horton Drivemaster thermostatically controlled 2-speed clutch fan
Single serpentine accessory drive belt
Charge air cooler
Air filter restriction indicator
Fuel filter
Heated fuel-water separator
120V engine block heater

Transmission

MD3500 RDS 6-speed Allison automatic transmission with PTO provision

Transmission cooler

External transmission filter

Push-button shifter controls

Auxilliary transmission wiring/access connector

Fuel System

80 gal. aluminum fuel tank mounted under the cab

Minimum 15 gal. DEF (diesel exhaust fluid) tank, if required

Cab

Aluminum cab

E-coat primer, base coat, and polyurethane clear coat paint finish

Grab handles

Ignition and doors keyed the same

Heated breakaway mirrors with convex spot mirrors

Two-speed wipers with intermittent wipe and washers

Dual electric street horns

Single air horn

Single short vertical exhaust stack with a turnout

Hood tilting assist

Cab floor pass-through for upfitter wiring

Air suspension on the cab

Interior

Tilt steering column

Dual sun visors

Air conditioning with a low refrigerant protection system

Ventilation system air filter

AM/FM/WB radio

Two-way radio mounting location and wiring accommodation

Two (2) accessory power outlets

Instruments: Tachometer, air pressure, engine oil pressure, engine oil

temperature, engine temperature, transmission temperature, voltmeter, engine hour meter, fuel level, DEF level

Warning lights: air, oil pressure, coolant temperature, coolant level

Air ride driver's seat

Suspension-type passenger's seat (dump truck)

Vinyl seat coverings

Heavy-duty door panels

Neoprene floor coverings

Cab dome light

Coat hooks

(3) Accessory Switches (On/Off)

(1) Accessory Switches (Momentary)

Fire extinguisher and reflector triangles

Electrical

Highest rated alternator available

Battery box mounted under the cab

Lockable Battery disconnect switch

External jump-start posts

Manual reset circuit breakers instead of fuses

Daytime running lights

LED lights, where available

Bodybuilder power distribution module located in the cab

Backup alarm

Operator & Service Information

Operator's Manual

**Specifications
For A
Conventional Tandem Truck Chassis
With Setback Front Axle**

Notice To All Bidders

Bidders must respond in detail to each paragraph of this specification in the space provided. Failure to do so may be grounds for disqualification of the bid. Such responses as: "Per attached specifications, see attached literature, as specified, meet specifications," etc. are considered inadequate responses and may cause bid disqualification.

Type

Diesel-powered conventional tandem type truck chassis with setback front axle. The chassis will be fitted with a 14-foot Dump Body as described later in this specification.

Make and model of the unit bid.

GVW

Minimum GVW rating 58,000 pounds

GVW rating of unit bid _____

CT Dimension & Wheel Base

The cab-to-tandem (C.T.) shall be approximately 129 inches, and the after-frame (A.F.) shall be about 75 inches, more or less due to body configuration. The front axle shall be setback approximately 14 inches further than standard conventional truck chassis, and the wheelbase shall be about 14 inches shorter than standard conventional truck chassis due to the setback front axle.

C.T. dimension of unit bid _____

A.F. dimension of unit bid _____

Wheelbase of unit bid _____

Turning Radius

Please state the outside turning radius of the unit bid.

Turning radius _____

Note: This may be used to determine the best bid.

Frame

The frame rails shall be the manufacturer's optional, heavy-duty, on/off highway type, preferably of the super single type. Frame rails reinforced by the addition of an inner or outer liner must have the liner extend from the front of the front spring rear hanger to the rear of the rear spring rear hanger (other frame and reinforcement arrangements may be considered based on application and R.B.M.).

The frame bid shall provide a minimum section modulus of 21 cubic inches and an RBM of 2,500,000-inch pounds and be assembled using Huck-Spin fasteners. In addition, the frame shall be equipped with front tow hooks.

Note: This may be used to determine the best bid.

Description of frame bid, including configuration, type or reinforcement, tensile strength, section modules, and RBM.

Comply: ____ Yes ____ No

If not, state exception

Front Axle and Springs

Minimum 18,000 pounds rated front axle, with heavy-duty shock absorbers and tapered front leaf springs rated at a minimum of 18,000 pounds. The axles shall be equipped with oil lubricated, preset wheel ends that are field serviceable.

Front axle rating of unit bid _____

Front spring rating of unit bid _____

Power Steering

Hydraulic power assist on both front wheels using either dual power steering gears or a combination power steering gear and hydraulic assist cylinder.

Description of power steering bid

Comply: ____ Yes ____ No

If no, state exception

Rear Suspension

Heavy-duty rear air suspension with a minimum 46,000 pounds rated capacity is equipped with bronze center bushings and torque rods.

Unit shall include a manual dump valve option for lowering the rear suspension to assist loading product into the dump body. The rear suspension lowering option shall have a dash-mounted switch to control rear suspension lowering when loading manually.

Rear axle rating of unit bid _____

Comply: ____ Yes ____ No

If not, state exception

Rear Axles

The differentials shall be single reduction, pressure-lubricated units with an external filter and an approximate gear ratio of approximately 5.29 to 1. The axles shall have a minimum 20,000-pound capacity, each equipped with preset wheel ends that are field serviceable and a differential lock with cab controls and indicator light.

Description of rear axles bid

Tires

The unit shall be equipped with tires properly sized for axle loads specified. Front tires shall be a minimum size of 315/80 R22.5, 20 ply, Firestone, or equivalent. Rear tires shall be a minimum size of 11R22.5, 16-ply Goodyear or equivalent.

Front tire size and type bid _____

Rear tire size and type bid _____

Comply: ____ Yes ____ No

If not, state exception

Wheels

Hub-piloted disc-type wheels with a white powder coat finish and nylon separators between the wheel and hub. The front tires shall be mounted on 22.5 x 9.00 wheels with a 5.25 inset. The rear tires shall be mounted on 22.5 x 8.25 wheels with no inset.

Comply: ____ Yes ____ No

If no, state exception

Brakes

Service brake shall be Bendix ADB22X air disc brakes. The brake system shall include a spring-type safety brake with mechanical screw-type release and dust shields on all wheels. The system shall also have a minimum 20 CFM water-cooled air compressor, Bendix Model AD-IS air dryer, and cable-operated air tank drain valves.

Description of brake system bid

Comply: ____ Yes ____ No

If not, state exception

Engine

Diesel having a minimum of 330 gross B.H.P. and 1,000-foot pounds torque equipped with the following:

- By-pass type oil filter
- Variable speed governor
- Powder coated oil pan
- Fuel filter
- Heated fuel-water separator
- Air filter restriction indicator
- Standard thermostat
- Coolant protection to - 20 F
- Horton Drivemaster thermostatically controlled 2-speed clutch fan
- Single serpentine accessory drive belt
- Charge air cooler if turbocharged
- Automatic shutdown system with override and warning light and buzzer for high water temperature and low oil pressure
- Single short vertical exhaust stack with a turnout
- Thermostatically controlled 110-volt engine block heater with a maximum rating of 1500 watts and receptacle mounted in the front bumper

Description, including horsepower, torque, and accessories of engine bid

Comply: ____ Yes ____ No

If not, state exception

Cooling

The system will be the manufacturer's most extensive capacity system available, equipped with a coolant filter and recovery system. All hoses shall be heavy-duty silicone types with constant tension clamps, and the system shall be filled with extended-life coolant.

Description of cooling system bid

Comply: ____ Yes ____ No

If not, state exception

Transmission

Allison MD 3500 RDS automatic transmission with PTO provision is configured as a six-speed transmission cooler, external transmission filter, auxiliary wiring/access connector with a speedometer sensor lead and dashboard-mounted shifter controls.

Comply: ____ Yes ____ No

If not, state exceptions

Power Take-Off (PTO) – Mobile Type

The transmission shall be equipped with a hot-shift, transmission-mounted power take-off configured for mobile operation. The PTO shall be capable of operating while the vehicle is in drive or reverse and moving at low speeds, as required for the intended application.

The PTO system shall:

- Be compatible with the specified automatic transmission.
- Be rated for continuous duty in mobile applications.
- Allow engagement and operation while the transmission is in gear.
- Include all required interlocks, wiring, and programming to ensure safe operation.
- Be controlled by a dash-mounted switch within reach of the driver.
- Include an indicator light showing PTO engagement status.

The PTO, controls, and programming shall be installed by the chassis manufacturer or authorized installer and delivered fully operational.

Description of PTO system bid

Include manufacturer, model, rating, and operating configuration.

Comply: ____ Yes ____ No

If not, state exception

Fuel Tank

Minimum capacity 80-gallon aluminum fuel tank and 13-gallon DEF tank.

The fuel and DEF tanks should be mounted on the same side of the chassis, and mounting under the cab is preferred.

Fuel tank capacity bid _____

DEF tank capacity bid _____

Cab Equipment

The Cab shall be constructed of aluminum and feature the following equipment:

- West Coast type, outside heated rearview mirrors with adjustable arm mounts and convex spot mirrors
- Grab handles on cab
- Dual two-speed windshield wipers with intermittent wiper and washers
- Air horn
- Dual electric street horns
- Hood tilting assist
- Body builder power distribution module located in the cab
- Cab floor pass-through for upfitter wiring
- Daytime running lights
- LED lights where available
- Electronic 90 db back up alarm
- Cab mount air suspension system

Comply: ____ Yes ____ No

If not, state exceptions

Interior Equipment

- Tilt steering column
- Manufacturers installed air conditioning with a high-output water heater with dual defrosters and a fresh air vent with a ventilation filter.
- Dual sun visors
- Cab dome light
- AM/FM/WB radio
- Two-way radio mounting location and wiring accommodation
- Two (2) accessory power outlets
- Instruments: Speedometer, tachometer, air pressure, engine oil pressure, engine temperature, transmission temperature, voltmeter, engine hour meter, fuel and DEF levels
- Warning lights: air, oil pressure, coolant temperature, coolant level
- Manual reset circuit breakers in place of fuses
- Four (4) accessory switches total
- Auxiliary multiplexed switches labeled “Strobe Light” and “Mobile PTO”
- Auxiliary multiplexed switch wiring for two (2) additional switches
- Air suspension type driver's seat
- Vinyl seat coverings
- Seat belts equipped with retractors
- Heavy-duty door panels
- Coat hooks
- Neoprene floor coverings
- Ignition and doors keyed the same
- Four (4) sets of keys
- Fire extinguisher and reflector triangles
- Safety Interlock:
 - Park brake interlock
 - Speed limit for PTO operation (under 15 mph)

Comply: ____ Yes ___ No

If not, state exceptions

Alternator

The truck shall be equipped with a 12-volt alternator rated at a minimum of 200 amps.

Alternator type and output bid

Comply: ____ Yes ___ No

If not, state exception

Battery

The truck shall be equipped with a Group 31, 12-volt battery pack providing a minimum combined CCA rating of 1800 at 0 F and a lockable master battery disconnect switch in the cab. In addition, remote jump-start terminals shall be located so that the battery box cover does not need to be removed to perform a jump-start.

Description of batteries, switches, and terminals bid.

Comply: ____ Yes ___ No

If not, state exception

Painting

The complete unit will be painted with an E-coat primer and polyurethane base coat/clear coat finish using DuPont Centari Yellow or an equivalent highway yellow color for dump trucks or white for waste collection trucks. The frame is to be painted gloss black.

Comply: ____ Yes ___ No

If not, state exception

Integrated Camera Backup System

Provide and install a rear-view camera system suitable for heavy-duty municipal service. The system shall automatically activate when the transmission is placed in reverse and display a real-time image behind the vehicle.

The system shall include:

- Weatherproof rear-mounted camera.
- Minimum 7-inch color monitor mounted in the cab within the driver’s normal line of sight.
- Automatic activation in reverse, with manual activation capability.
- Night or low-light viewing capability.
- Shock- and vibration-resistant components.
- All wiring properly protected and secured.

The system shall be a proven, commercially available design and include all components required for a complete installation.

Provide manufacturer and model with the bid.

Comply: ____ Yes ____ No

If not, state exception

Warranty

The chassis manufacturer shall guarantee to furnish all warranty services gratis at franchised dealers within 75 miles of Dayton, Ohio.

The manufacturer and its representative shall provide a no deductible, all-inclusive warranty (less regular maintenance) for a minimum of 1 year/12,000 miles, whichever occurs first, from the date the City of Dayton places the truck in service.

The engine and drive train shall be covered by an all-inclusive (less regular maintenance) no deductible warranty for a minimum of 2 years/ 24,000 miles, whichever occurs first.

A warranty certificate or card shall be supplied with the chassis.

Description of warranty:

Extended Warranty

Additional extended chassis warranties may be offered for consideration.

Description of extended warranties and cost

Chassis Documents

The unit shall be delivered with the manufacturer's standard warranty documents, operator's manual, and title.

Comply: ____ Yes ____ No

If not, state exception

Chassis Acceptance

The successful Bidder shall be responsible for providing a representative of the City of Dayton's Division of Fleet Management the opportunity to inspect the cab and chassis to ensure that the specifications have been met. A manufacturer's line setting or production sheet may be provided for distant vendors instead of inspection.

Comply: ____ Yes ____ No

If not, state exception

**Specifications
For A
14-Foot Tandem Dump Body**

These specifications intend to describe a diesel-powered, tandem dump truck with a minimum GVW rating of 58,000 pounds.

**Specifications
For a
14-Foot Dump Body**

Notice To All Bidders

All Bidders must respond in detail to each paragraph of this specification in the space provided. Failure to do so may be grounds for disqualification of the bid. Such responses as: "Per attached specifications, see attached literature, as specified, meet specifications," etc. are considered inadequate responses and may cause bid disqualification.

General Design

The dump body shall be approximately 14 feet in length and 7 feet in width, providing for a minimum water level capacity of 10 cubic yards. It shall be constructed as a western style, cross-memberless type with one-piece structural I-beam long-members with the following additional features:

- The dump body shall be painted **DuPont Centari Yellow** or an equivalent
- Full-length sloping-type rub rails
- Boxed top rail
- Single Oak sideboard spanning the length of the bed on each side, measuring approximately 3" x 10" with front, center, and rear gussets for support
- Body shell and tailgate constructed of a minimum thickness 8-gauge, grade AR400 steel
- One-piece floor constructed of minimum ¼ inch thick type AR400 steel
- Body floor radiused or angled approximately 8 inches to the body sides

Description of Body Bid, including Make, Model, and Capacity

Tailgate

The body shall have a six-panel double-acting tailgate with a chute. The tailgate shall have an air-operated lock. The chute handles shall extend to both sides of the body. The tailgate shall have offset hardware and a D-ring to be used when installing or removing the tailgate.

Description of the Tailgate Bid

Hoist

The body shall be equipped with an NTEA class 90 under body type double-acting hoist with minimum 8-inch diameter dual hydraulic cylinders. (The weight capacities shall be based on the NTEA stated capacity at the hydraulic system's maximum pressure with a liquid level, nondiminishing load.) **The hoist shall also incorporate a hydraulic down pressure limiter and provide a full dumping angle of approximately 50°.** The body shall be equipped with an OSHA-approved Body Prop, and the control panel shall have a warning light to indicate when the body is not entirely down.

The body shall be equipped with an OSHA-approved body prop, and the control panel shall have a **warning light and audible alarm controlled by a magnetic proximity switch** to indicate when the body is not entirely down.

Description of Hoist Bid

Cab Shield

The unit shall have a heavy-duty, frame-mounted, stationary, minimum one-quarter-cab shield with a heavy rubber wiper between the body and the cab shield. The cab shield frame shall be equipped with (3) three shovel racks constructed with 2 ½ inch steel pipe passing through the frame and situated for access from the driver's side of the vehicle.

Description of Cab Shield Bid

Electrical System

The electrical system for all accessory electrical components shall be in accordance with all accepted practices and procedures used in the construction of new equipment, providing adequate circuit protection and a system that will be watertight and weatherproof. The system shall include an accessory circuit breaker panel that uses resettable circuit breakers that are mounted in an easily accessible position and will provide circuit protection for each electrical function. The electrical system shall have a proximity switch for bed-up warning.

Description of Electrical System Bid

Controls

A control panel shall be provided for all electrical controls and indicator or warning lights on or near the truck's dashboard. Bonneted cable controls shall operate the hydraulic valves. The exact placement of cable controls is to be determined at the time of award.

Comply _____ yes _____ no

If not, state exception

Poly Fenders / Mud Guards

The rear axles shall have **poly fenders** mounted independently from the body and mudguards before and after the wheels. The rear mudguards must be independent of the dump body and fender and meet the minimum requirements for the State of Ohio.

The mudguard stanchions shall be reinforced to resist bending, and all designs shall include a hook to hang the bottom edge of the flap during paving operations.

Comply _____ yes _____ no

If not, state exception

Lights

The lighting system shall include a single cab-mounted LED beacon that will provide 360 degrees of visibility with a branch guard and (2) two seven gauge stainless steel housings with each housing containing an amber wide angle super LED light, LED stop, turn, and brake light, and LED work/backup light.

The seven-gauge, stainless steel housings shall, if possible, be mounted in the rear corner post of the body. If mounting is impossible in the corner post, the rear lights shall be mounted in the stainless steel enclosures bolted outside the corner post.

The vehicle's amber warning lights shall be supplied by Whelen and include one (1) L31HAF Class 1 Super-LED beacon with an L360BGB branch guard installed on the cab roof and two (2) 50A03ZAR oval Super-LED lights installed with 5GROMMET mounting kits at the rear of the truck.

The wiring to all lighting components shall be salt, chemical, and oil-resistant TPR cables of sufficient length to make the originating connection in the truck cab and the terminating connection at the lighting component. All connections shall be treated with dielectric grease. The lighting system must meet or exceed SAE J845 Class 1 warning light criteria.

Description of the Lighting System Bid

Trailer Hitch

The chassis shall have a plate-mounted, 15-ton capacity, pintle hitch, and D-rings for safety chains. The pintle hitch shall be mounted 20 inches from the bottom of the ring to the ground for proper ground clearance/trailer attachment height. An adjustable electric trailer brake controller shall be installed at a location within easy reach of the driver with trailer lights and brake wiring run to a Draw-Tite #18030, or equivalent, 7-way trailer plug mounted at the top left side of the plate hitch with the exact placement to be determined before construction.

Comply _____ Yes _____ No

If not, state exception

Body Equipment

The dump body shall be equipped with the following additional equipment:

- A stowed ladder shall be mounted on the left side of the dump bed. The ladder shall include steps on the side of the bed so that a person can climb on top of a load in the bed.
- A *Vibra V3000* electrically operated bed vibrator connected to the chassis manufacturer-provided momentary switch. This switch shall have an auto intermittent timer with a 15-second lockout.
- A minimum 10-inch long 304 stainless steel removable dump apron secured along its mating edge with bolts every 12 inches.

Description of Body Equipment Bid

Hydraulic System

The unit shall have a hydraulic system consisting of a transmission-mounted, hot-shift, mobile-type power take-off with the hydraulic pump mounted directly to the PTO flange. The PTO shall be capable of operating while the vehicle is in gear at low speeds as required for the intended application.

The hydraulic pump shall be properly sized to the hoist size and type. A bonneted cable-operated valve with a minimum 500-psi down pressure limiter shall operate the hoist.

The hydraulic reservoir shall be frame mounted, providing extra capacity for the application, and be complete with a suction line strainer, 10-micron absolute return line filter with bypass valve, condition indicator, and sight gauge. Reservoirs providing for protected operating valve mounting are preferred and may be quoted as an option if needed. The hydraulic tank shall be baffled.

Description of Hydraulic System Bid

Automatic Lubrication System

Equip the chassis and dump body with an SKF/Vogel or Groenveld automatic lubrication system designed to service all lubrication points on the chassis and dump body that are equipped with grease fittings by the manufacturer or installer.

The system shall be of proven design and performance for this application and deliver semi-pourable grease under pressure through a 12 VDC motor-driven gear pump. The system shall incorporate the re-lube principle of operation and include a fault indicator mounted on the dashboard.

The control box and fuses shall be mounted in an easily accessible location under the dash.

Description of automatic lube system

Include manufacturer and installer. Provide a detailed list of all lubrication points serviced by the automatic lubrication system.

Undercoat/Rustproofing

Complete cab, frame rails, dump body, subframe, and hoist treated by the Ziebart System or approved equal.

Comply Yes No

If no, or other than Ziebart, state exception or name and nature of the process bid

Tarping System

Provide and install a heavy-duty, manual roll tarping system suitable for municipal dump truck service. The system shall be of proven, robust design intended for daily use in severe-duty environments.

The tarping system shall:

- Cover the entire dump body opening when deployed.
- Tarp material shall be a minimum of 18 oz. vinyl or equivalent heavy-duty material.
- Be a manual, spring-return or crank-type roll tarp system.
- Be constructed with heavy-duty arms, brackets, and hardware designed to resist bending, corrosion, and vibration.
- Use a reinforced, weather-resistant tarp material suitable for aggregate, debris, and asphalt service.
- Operate smoothly and reliably under normal operating conditions.
- Include all mounting hardware and components required for a complete installation.
- Be installed by the body manufacturer or authorized installer.

The system shall be a commercially available, proven design from a reputable manufacturer with readily available replacement parts.

Description of tarping system bid

Include manufacturer, model, and tarp material.

Comply: Yes No

If not, state exception

Documents and Warranty

Bill of Materials

The unit shall be delivered complete with a comprehensive Bill of Materials that lists all the components used in the construction of the unit. The Bill of Materials shall list a description of the part, part number, and, where applicable, the original manufacturer's part number if the component was purchased from a source other than the final manufacturer.

Comply Yes No

If not, state exception

Manuals

Two (2) copies of the parts list, Two (2) copies of the service and overhaul manuals, and Two (2) copies of the operator's manuals shall be delivered to the city of Dayton at the time of delivery of the unit.

Comply Yes No

If not, state exception

Warranty

The entire upfit of the unit and all components shall be covered by a full written warranty covering defects in materials, workmanship and fitness for one year.

Warranty Period Bid

Prepared by:
City of Dayton
Division of Fleet Management
2/13/2024

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 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 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.

TESTIMONY AND AUTHORIZATION

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

Type or Print Agent Name

Agent Signature and Date

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

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

Section 1. Definitions

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

Section 2. Intent

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

Preferences will be given in the following order:

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

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

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

Section 3. Applying Local & Certified Preference Example

Bid Responses:

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

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

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

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

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

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

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

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

Section 4. Ties

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

Section 5. City Manager Authorization

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

Section 6. Severability

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

Section 7. Expiration

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

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

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

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

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

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

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

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

Fax No.: _____

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.