

CITY OF DAYTON, OHIO

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

STANDYBY GENERATOR INSPECTION & MAINTENANCE – PART I

For Further Information Contact:

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

Date: March 04, 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 19, 2026**

User Agency: Various

Your electronic PDF bid is requested for the following: To set a firm price agreement for Standby Generator Inspection & Maintenance – on an as needed basis, with firm pricing from March 20, 2026 to December 31, 2026, and option for up to three (3) one-year renewals 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 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**

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

DESCRIPTION

STANDYBY GENERATOR INSPECTION & MAINTENANCE

The City of Dayton, Ohio, utilizes P-Cards (Master Charge) for many low dollar purchases under any applicable price agreements. Please bid accordingly. **Do you accept Master Charge Cards? Yes [] No []**

- **Price to remain firm for the period from March 19, 2026 through December 31, 2026?**
Yes [] or No [] If no, for how long? _____.
- **Renewal Option No. 1**
January 1, 2027 through December 31, 2027?
Yes [] or No [] If no, maximum percentage increase (based on first-year bid pricing): _____ %
- **Renewal Option No. 2**
January 1, 2028 through December 31, 2028?
Yes [] or No [] If no, maximum percentage increase (based on first-year bid pricing): _____ %
- **Renewal Option No. 3**
January 1, 2029 through December 31, 2029?
Yes [] or No [] If no, maximum percentage increase (based on first-year bid pricing): _____ %

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

All requests for rate increases must be accompanied by supporting documentation that clearly provides a detailed justification. City has the right to request price quote(s) prior to placing order for rental equipment.

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# _____

Fax No. _____

**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 bid shall be submitted as 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 designate in the "Subject", your bid response as multiple "Parts", i.e. IFB No. 26023Z Part 1, IFB No. 26023Z Part 2, etc.

BID OPENING

Topic: CITY OF DAYTON OHIO: IFB 26023Z - STANDBY GENERATOR INSPECTION & MAINTENANCE

Time: Mar 19, 2026 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/73931425124?pwd=ysDCwXS9SGfGTNF4MB4zJWk86FhVPa.1>

Meeting ID: 739 3142 5124

Passcode: V08VLR

MAINTENANCE OF STANDBY GENERATOR SYSTEMS

This request for proposal is to provide Inspection, Maintenance, and Emergency Services for 10 standby generator systems at various locations for a period of three years, with the option, to be included in the agreement, for renewal of the agreement upon written agreement by both parties.

A. SITE INVESTIGATION

The proposer should investigate each Standby Generator to determine what type of labor, equipment, and materials will be needed to properly do the work.

Failure by the Proposer to acquaint himself with the physical conditions of the sites and all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

Access to each Standby Generator can be gained by scheduling an appointment with a City electrician at (937) 901-5137 24 hours prior to desired appointment date. A written list of personnel visiting the site will be required 24 hours in advance of the site visit for security purposes.

B. QUALIFICATIONS

Qualifications must be included with the bid document. The qualifications shall clearly state the company's experience, personnel organization, and any equipment that shall be utilized. Failure to submit this information as requested may result in the proposal being rejected.

Bidders will be permitted to sub-contract portions of this project to facilitate a strong bid proposal. The proposer **MUST** provide the following information at the time of bid submittal:

1. The name of the sub-contractor.
2. The items in this request that the sub-contractor will be responsible for.
3. Sub-contractor qualifications and experience.

SCOPE SPECIFICATION
SECTION 26 01 30

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This specification and the supplementary 26 01 30-L - City of Dayton Generator Maintenance Log specifies routine inspection, testing, maintenance, and emergency service for various standby generator systems by a qualified electrical maintenance agency.
- B. The maintenance agency shall provide all labor, materials, equipment, personal protective equipment, technical supervision, and incidentals required to complete the maintenance identified herein and in 20 01 30-L.
- C. All services rendered shall be provided in accordance with electrical safety standards and practices, including OSHA Sub Part “S” and NFPA 70E.
- D. Upon execution of contract with the maintenance agency, the City of Dayton shall provide access keys to the stationary standby generator systems. The maintenance agency shall return the keys upon completion of contract.

1.2 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Maintenance agency:
 - a. Maintenance agency shall have been regularly engaged in the maintenance of electrical materials, devices, installations, and systems for a minimum of 5 years. The organization shall have a calibration program and test instruments used shall be calibrated in accordance with NETA MTS.
 - 2. Maintenance agency Field Personnel:
 - a. Maintenance, testing, inspection, calibration, and adjustments shall be performed by an engineering technician who has factory certifications from Generac, Cummins, Caterpillar, or Kohler at the industrial generator level and above. Portable and air-cooled generator level certifications only will not be acceptable. If any warranty work is to be done on any of the four Generac S12R-Y2PTAW-1 generators or Generac F3BE9685A-E generator these have to be done by those certified to do Generac warranty work. If any warranty work is to be done on the any of the two Cummins C125D6C-2580549 generators or the Cummins #DFEJ2450911 generator these have to be done by those certified to do Cummins warranty work. If the bidder is not certified to do any warranty work on Generac or Cummins products then they must state so in their bids, and we will have to make arrangements for those exceptions. If any warranty work is to be performed on any Kohler generators listed in Attachment A, such work must be performed by technicians who are factory certified by Kohler at the industrial generator level. Portable or residential-level certifications shall not be acceptable. The bidder must clearly state in their bid whether they are certified to perform Kohler warranty work and identify the models for which certification applies. If the bidder is not certified to perform Kohler warranty work, they must state so in their bid response. The bidder must make us aware of which products of those mentioned they are certified to do warranty work on. The bidder will still be able to bid on all non-warrantied maintenance on those products. The remaining generators on our location list are currently not under warranty.

1.3 GENERAL SERVICES

- A. Inspection:
 - 1. Inspection and maintenance activities shall occur during monthly visits. Monthly, Annual, semi-annual inspections and maintenance activities shall occur during the routine 12 separate visits a year to each generator. Weekly inspections and checks shall be provided by the owner.
 - 2. Provide a general visual conditional assessment of the equipment in addition to the specific inspection activities identified for the individual equipment. The general conditional assessment shall consist of an overall evaluation of enclosure integrity, component integrity, equipment condition, and general functional performance.
 - 3. Identify physical damage, defective equipment, abnormal mechanical and electrical conditions, and potential safety problems, environmental hazards, or code violations.
- B. Testing Equipment and Methods:

1. Perform tests on each item of distribution equipment identified in accordance with the latest edition of the International Electrical Testing Association's (NETA) Maintenance Testing Specifications for Electrical Power Equipment and Systems and the manufacturer's instructions.
2. The maintenance agency shall have a calibration program which maintains all applicable test instrumentation within rated accuracy. The accuracy shall be traceable to the National Bureau of Standards in an unbroken chain.
3. Dated calibration labels shall be visible on all test equipment.

C. Routine Maintenance:

1. In addition to the specific maintenance tasks identified in Part 3 of this Section, providing a general cleaning of the equipment if the equipment is able to be de-energized, locked out and tagged out. Examine the equipment for collection of dirt, webs, or other forms of debris that may have collected in the equipment during normal operation and vacuum or wipe clean with a dry, line-free rag.
2. When adjustments are made to equipment, identify "as found" and "as left" conditions in the report.

D. Emergency Services

1. Maintenance Agency shall provide a response time of two (2) hours or less for emergency service, 24hrs/7days per week.

1.4 REPORTS AND DOCUMENTATION

A. General:

1. The maintenance agency shall create an "Inspection and Maintenance Monthly Report" including conditional assessments and maintenance recommendations with itemized log and submit report to the City of Dayton on a monthly basis. The report and log shall contain what maintenance items have occurred previously, what maintenance items occurred during the current inspection/maintenance visit, and what maintenance is recommended for the next inspection/maintenance visit in the upcoming month.
 - a. Maintenance tasks shall be recommended when they pass their threshold listed in the generator's Operation and Maintenance Manual and/or the 26 01 30-L - City of Dayton Generator Maintenance Log. Other maintenance tasks that may be recommended shall be submitted as well.
2. Labor for inspections and administration shall be the same each month.
3. Labor associated with routine monthly inspection, testing, and preventive maintenance activities required under Section 26 01 30 and 26 01 30-L shall be included in the Flat Rate Monthly Inspection & Service Cost. Hourly labor rates shall apply only to corrective repairs, non-routine maintenance, or additional services authorized in writing by the City of Dayton.
4. Maintenance requiring the purchase of supplies totaling more than \$2000.00 shall require the submission of labor and material cost estimates and shall require approval from the City of Dayton in writing before commencing. Maintenance tasks requiring less than \$2000 can be authorized verbally by designated City of Dayton representative per contract.
5. The Maintenance Agency shall use skilled tradesmen who are thoroughly trained and experienced in servicing standby Generators and who are completely familiar with the specified requirements and the methods needed for proper performance of the work including 4160 volt equipment as necessary.
6. The maintenance agency shall prepare a protocol for notifying the City of Dayton of any emergencies that occur while performing maintenance on the stationary standby generator system.
7. The report submission shall be accompanied by certified copies of inspection reports, test reports, and maintenance-related documentation.
8. The Maintenance Agency shall keep separate logs of all testing and maintenance performed on each standby generator. The log shall include the inspector's name, the date, the name of the item, a description, and relevant comments regarding each maintenance task.
9. Testing reports shall include the following:
 - a. Summary of services rendered
 - b. Name/Description of equipment tested and/or maintained
 - c. Description of test and/or maintenance
 - d. Test results
 - e. Testing Conclusions and testing recommendations
 - f. Appendix, including appropriate test forms
 - g. List of test equipment used and calibration date.
10. Submit report documentation not more than 10 days after services are completed.

B. Invoicing:

1. Invoices for completed contract administration, testing and maintenance activities shall be submitted monthly.

2. The City will pay for labor without an additional multiplier.
3. Labor for inspections and contract administration shall be the same each month.
4. Maintenance requiring the purchase of supplies totaling more than \$2000.00 shall require the submission of labor and material cost estimates and shall require approval from the City of Dayton in writing before commencing. Maintenance tasks requiring less than \$2000 can be authorized verbally by designated City of Dayton representatives per contract.
5. The cost of supplies for approved maintenance activities shall be paid by the City of Dayton. However, the City of Dayton is exempt from sales tax and will not be responsible for reimbursing sales tax. Documentation will be provided to vendor to enable purchasing on Dayton's behalf as tax exempt.
6. Labor for maintenance that has been previously authorized and has been completed shall be invoiced on a time and material basis based on the contract's rate table.
7. For Maintenance tasks requiring written approval, the City of Dayton reserves the right to bid out or get competitive quotes for maintenance items and perform any maintenance items internally or through a separate party.

PART 2 – PRODUCTS

Materials used for replacement items shall be original equipment manufacturer (OEM) material or an approved equal.

PART 3 – EXECUTION

A. SECURITY

The Contractor and Subcontractors must supply the City of Dayton Water Department with a list of names as well as contact telephone numbers on company letterhead. All employees on site shall wear a uniform shirt with the name of the individual and the Company performing the work or must wear a Company picture Identification badge with a recent photo. Access is limited to the immediate work site. The contractor is subject to any changes in the security policy without any prior notice. Failure to comply with these policies may result in the individual being escorted from the facility. Contractor vehicles should be marked for easy identification as well.

The contractor will notify the City of Dayton Representative 48 hours prior to the start of any scheduled maintenance and will notify the individual facility supervisors 48 hours in advance to schedule an appointment for access to the individual site. A list of supervisors addresses and phones numbers will be supplied after the award of contract. The contractor will be required to supply a written report for each unit serviced listing the units serial number, the service performed, test results and a list of parts used. These will be presented for signature when the work is completed. In addition, the contractor will submit a typewritten report detailing the services performed, parts used and test results. This report will be submitted with the request for payment.

Maintenance shall occur in the month following approval from the City of Dayton for recommended maintenance items/services. Maintenance shall occur for approved items but shall not occur for unapproved items.

B. SCHEDULE

The Contractor will confer with the Owner to develop a schedule that will permit the work to proceed in a manner that shall provide the least interference with the Owner's operations.

C. SITE ACCESS AND REQUIREMENTS

This equipment is located at secure facilities at the division of Water Supply & Treatment. The contractor will be required to follow all security requirements in effect or that may be in effect at a future date. The contractor will be required to present and surrender a Driver's license or Company Photo I.D. to gain access to the site to perform this service. The contractor will be required to submit information for workers involved with this contract and are subject to a police background check. Workers violating the security policies will be asked to leave the site and a request will be made to remove the individual from the maintenance contract.

D. SAFETY

The Contractor is fully responsible for job safety. The Contractor shall review with the Owner's Representative all aspects of the work with respect to safety.

Safety equipment must be worn at all times and OSHA regulations will be observed. The Contractor must submit to the Owner a MSDS for any substance that is considered a hazardous material.

E. PRESERVATION, RESTORATION, AND CLEANUP

At all times during the work, the Contractor shall keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess material of any kind. The Contractor shall be responsible for the proper disposal of all discarded items in accordance to Federal, State and Local regulations.

3.1 MAINTENANCE LOG

A. Documentation

1. Refer to 26 01 30-L for the required maintenance tasks. Any task marked as “Dayton” shall not be performed by the maintenance agency. Tasks are categorized by frequency of inspection:
 - a. Weekly (W)
 - b. Monthly (M)
 - c. Semi-Annually (S)
 - d. Annually (A)
2. The maintenance agency shall address tasks occurring on a frequency of M, S, and A.
3. Following the completion of a task the Maintenance Agency Field Personnel shall:
 - a. Fill out the “Inspector”, “Date”, and “Inspection to be performed” boxes.
 - b. Indicate the completion of a task by marking the corresponding box with an “x” symbol
 - c. Document any relevant comments in the corresponding “comment” box and additional attachment papers if necessary.
 - d. Make Recommendations for maintenance at next months maintenance visit in the corresponding “comment” box
 - e. Submit the completed maintenance log to the City of Dayton.

3.2 GENERATOR LOCATION

A. Location

1. See Attached A for a list of generators.



**City of Dayton, Ohio
Invitation For Bid (IFB) 26023Z**

STANDYBY GENERATOR INSPECTION & MAINTENANCE

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 #26023Z. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone 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 won a delivered price basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill.
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.: _____

I. 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.