

CITY OF DAYTON, OHIO

AD # 05/21 & 05/28

INVITATION FOR BID
IFB No. 19028D

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

RAMP DOZER PLOW WITH WHEEL LOADER

For Further Information Contact:

Donita Jo Garner, CPPB
Room 514, CITY HALL
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4035
Fax No. 937-234-1600

Date: May 21, 2019

Melissa A. Wilson, CPPB
Purchasing Agent

SEALED BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT OFFICE, ROOM 514 NO LATER THAN: **3:30 P.M. local (Dayton OH) time on June 24, 2019**

User Agency: Department of Aviation

Your sealed written bid is requested for the following: To establish a firm pricing for Ramp Dozer Plow with Wheel Loader.

For additional information on this IFB, please contact the Division of Procurement, Donita Jo Garner at (937) 333-4035.

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/348/Procurement-Management-Budget>

Submit one (1) signed original and three (3) copy of bid. All supplemental documentation shall be included with the original and all of the copies.

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
FAX NO. (937) 234-1600**

Date: _____ Buyer: Donita Jo Garner Voice (937) 333-4035 I.F.B. No. 19028D

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

| ITEM NO. | QTY. | U/M | DESCRIPTION | UNIT PRICE |
|----------|------|-----|-------------|------------|
|----------|------|-----|-------------|------------|

RAMP DOZER PLOW
(Per Specifications Attached)

1. 1 Each Ramp Dozer Plower \$ _____

Condition: **NEW**

Mfr., Make, and Model bid: _____

Please specify the warranty period and coverage: _____

Delivery: _____/ 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. _____

Final delivery to be not more than 365 days from award of contract. Liquidated damages in the amount of **\$100.00 per day** will be assessed by the City of Dayton OH in the event that the delivery of the completed apparatus is not made within the above specified time period.

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 with-in **180** 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
FAX NO. (937) 234-1600

Date: _____ Buyer: Donita Jo Garner Voice (937) 333-4035 I.F.B. No. 19028D
Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.

| ITEM NO. | QTY. | U/M | DESCRIPTION | UNIT PRICE |
|----------|------|------|---|------------|
| 2. | 1 | Each | Wheel Loader Condition: NEW Mfr., Make, and Model bid: _____ Please specify the warranty period and coverage: _____ | \$ _____ |
| 3. | 1 | Lot | Training For Operation of the Plow/Hitches Maximum number of City employees that can be trained: _____ | \$ _____ |
| 4. | 1 | Lot | Training For Maintenance, Repairs, Troubleshooting And Inspection Services Maximum number of City employees that can be trained: _____ | \$ _____ |

Bidding Company: _____

BID TO THE CITY OF DAYTON, OHIO

DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

Date: _____

Buyer: Donita Jo Garner Voice (937) 333-4035

IFB No. 19028D

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

DESCRIPTION

Statement of Equipment Option(s) - additions and/or deductions that are available to the City of Dayton but are not included in pricing stated above: Provide a detailed description and pricing, if appropriate, of equipment option(s) available that is offered but not listed in Specifications attached. All options listed must be acceptable for product(s) and/or service(s) requested in this bid.

*Use the area below to note any alternatives to the equipment specified and pricing associated with each equipment option. IF, additional equipment is required and/or must be purchased in conjunction with alternative or optional equipment, it must be specified at time of bid. Use additional pages if necessary.

Bidding Company: _____



City of Dayton, Ohio
Department of Aviation
RAMP DOZER PLOW
IFB No. 19028D
May 2019

REFERENCES FOR BIDDING COMPANY

Name of Bidding Company: _____

List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for IFB No. 19028D. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



CITY OF DAYTON
Department of Aviation
Specifications
May 2019

The City of Dayton OH's (City) Department of Aviation is seeking bids to establish a firm pricing with qualified and responsive for a Ramp Dozer Plow with optional equipment.

Bidders shall not communicate with anyone from the City of Dayton regarding this IFB except as specifically provided within the documents, from the time of release of the solicitation until an award has been made. Failure to do so may result in disqualification. Please contact Donita Jo Garner, Senior Buyer, at 937-333-4035 or donita.garner@daytonohio.gov for additional information relating to this bid.

RAMP DOZER PLOW

GENERAL

- Ramp Dozer Plow shall be 30' length;
- Mold board shall be made of 10-gauge steel and 56" in height;
- Cutting shall be rubber that is adjustable and replaceable;
- The coupler system shall be compatible with mounting directly to wheel loader bucket via chains & ratchet binders.

MOLDBOARD

The plow moldboard shall be a minimum of 56 inches high unless otherwise specified by the user. The moldboard shall be manufactured from a minimum #10-gauge steel and be reinforced with vertical ribs.

The moldboard shall be fully reinforced horizontally along the full length of the plow and between the vertical ribs and along the top edge to provide appropriate and sufficient stiffness throughout the length of the moldboard. The bottom of the plow shall include cutting edge support and shall be a heavy-duty structure gusseted as required for the integrity of the presentation of the cutting edge. The ends of the cutting-edge support structure shall be enclosed. A full-length lower support member shall be furnished above the cutting-edge backing structure. A lifting eye(s) shall be furnished to lift plow level.

END PLATES

The ends of the moldboard shall be enclosed and capped off with end plates that will extend out from the cutting edge. The end plates shall be attached to the outer vertical ribs of the moldboard and supported with two, one upper and one lower, tubular brace or solid bar stock per side. The end plates shall be furnished with two, one per side, wear shoes that are a continuous shoe made from abrasion resistant steel. The front edge of the wear shoe shall have minimum 1/2 inch radius. The wear shoes shall be attached with a means for adjustment.

CUTTING EDGE TYPE

Rubber – adjustable and replaceable

COUPLER

As a minimum, the coupler shall be attached to the back of the ramp plow at the lower most and upper most support structures on the back of the moldboard. As this is one of the primary areas of stress on the ramp plow, manufacturers

shall pay particular attention to adequate reinforcement in this area. The plow and hitch shall be furnished with a quick hitch that can be easily attached or detached by one person in less than 10 minutes.

SUPPORT STANDS

The ramp blade shall be equipped with support stands as required to assist in holding the plow upright and steady when decoupled from the carrier vehicle and to assist in positioning the plow for easy re-hitching before use. Such stands shall be of sufficient strength to hold the plow's weight in the appropriate position and attitude during hitch and unhitch. They shall be equipped with a means for stowage out of the way during plow operation by means of a positive locking pin. The design of the stands and locking device shall also allow positive locking in the deployed position.

WARNING LABELS

Permanent labels are required at all pinch points on hitch and plow, torque at side plates, and any other appropriate instructions.

PAINT

Paint shall be in accordance with Federal Aviation Administration (FAA) AC150/5210-5B Painting, Marking, and Lighting of Vehicles on an Airport.

LOADER MOUNT QUICK HITCH

The loader mounted ramp plow shall be supplied complete with a female (attachment) portion of a quick coupler system. The quick coupler shall be compatible with the coupling system now furnished on the loader being purchased or already in service at the airport.

The female portion of the quick coupler shall be an integral part of the item specified. It shall be continuous welded to the back of the item and properly reinforced per the manufacturer's recommendations to sustain all possible plowing, lifting and side forces that will occur in the normal use and transport of the equipment in airport snow removal operations.

OTHER REQUIREMENTS

Plows shall have Department of Transportation (DOT) approved red or white reflective "sealed edge" conspicuity materials installed to delineate the extreme outer and upper dimensions of the plow on both front and rear surfaces. The reflective material shall be not less than 3 inches wide by 12 inches long with both horizontal and vertical elements to form an inverted "L" at the upper outer corners of the plow, or similar.

Plows shall also be equipped with plow markers at each end. The plow markers shall be not less than 2 feet high and manufactured of a flexible material and be brightly colored to assist the operator in seeing the plow ends. Plow markers shall be easily replaceable. When specified by the purchaser, replaceable marker flags shall be included.

Displacement plow subcomponents that are designed to be adjusted or removed for servicing, such as caster wheel assemblies or caster wheels, shall be designed so as to limit the possibility that such subcomponents could become detached during operation due to causes such as vibration, impact or improperly torqued fasteners. Typical methods of obtaining this secondary protection against separation could include the use of safety cables or chains to restrain a subcomponent, the use of safety wire, cotter pins, or hitch pins on threaded connections, or a design that physically captures or restrains the subcomponent. For threaded connections the design should prevent detachment in the event clamping forces are lost, and should provide positive protection to prevent the nut from detaching from the bolt.

Provisions shall be made to disassemble and repair components with standard hand tools. Any special tools required for adjustments shall be provided with the plow at time of delivery.

TECHNICAL SUPPORT DOCUMENTATION

The snowplow and vehicle manufacturers shall provide an application approval at the time of plow/hitch delivery that states that the carrier vehicle, as configured, is suitable for the snowplow/hitch installation and operation. The certification will also state all limitations or restrictions on the operation of the unit. Critical operating limitations will also be posted near the plow controls on a permanent sign, decal or label within view of the operator. The snow plow/hitch manufacturer shall also furnish with the plow/hitch comprehensive instructions for the installation of the plow/hitch including details as to the specific location for necessary mounting holes through either shop drawings or full size templates, specifications for

fasteners and torque instructions for the fasteners, and complete details for any other required parts or components to properly affix the plow/hitch to the carrier vehicle. These instructions shall be forwarded to the purchaser. The vendor shall provide all documentation clearly defining the operation and maintenance of the plow/hitch. This is an essential requirement of the contract and it shall be furnished prior to the delivery of the first vehicle. Quality, comprehensive documentation is necessary to assure correct operation, high reliability, and prompt economical repair.

This documentation shall include, but not be limited to, the following items:

- Operator's Manual
- Operator's Inspection and Operation Checklist
- Recommended Spare Parts Listing
- Plow and Hitch Parts and Maintenance Manuals
- Inspection and Preventive Maintenance Guides
- Electric, Hydraulic, and Pneumatic Schematics (when applicable)

The manuals shall be in either a binder or, on a CD disc or, thumb drive or, downloadable and readily used by IBM compatible PC. All manuals and guides shall be in the English language, and all dimensions, tolerances, and specifications shall be in customary U.S. Units. Each manual shall be a distinct separate bound volume specifically addressing that subject. The preferred format is 8-1/2 x 11 inch page size (with fold-outs permissible) for all items except the operator's manual, which may be sized to suit. Print style shall be selected for ease of readability, and print shall preferably be 12 point but not less than 10 point. All sketches, drawings, or illustrations shall be of sizes that are easily legible.

A. OPERATOR'S MANUAL

The operator's manual shall include normal operating instructions, emergency procedures, limitations, normal operating limits, specifications of importance to the operator, and other needed information.

The operator's manual shall contain the following major sections:

- Introduction
- Table of Contents (main category)
- Systems Description
- Controls, Instruments, Indicators Description/Operation
- Normal Operating Procedures
 - exterior inspection
 - interior inspection
 - starting and shutdown
 - driving
- Off-Season Lay-up Instructions
- Emergency Procedures
- Specifications (Detailed Index by Key Word)

B. OPERATOR'S INSPECTION AND OPERATION CHECKLIST

One or more detailed check list type guide(s) shall be supplied to assist the operator in performing pre-trip inspections, startup, normal and emergency operations, and shut-down. The Operator's Inspection and Operation Checklist(s) shall be in a form suitable for reproduction by the authority.

C. RECOMMENDED SPARE PARTS LISTING

The Recommended Spare Parts Listing shall consist of two parts. The first, a short concise listing of those components and the recommended minimum quantities that the manufacturer recommends stocking for immediate availability during a snow event, or for preventative maintenance routines and breakdown maintenance. The second section shall list those parts that should be procured prior to the start of scheduled maintenance procedures (e.g. a list of parts necessary for caster wheel assembly replacement). This section shall also include the recommended interval for the scheduled maintenance.

D. PARTS MANUALS

The parts manuals shall provide easy accurate reference to all components in the plow/hitch. It shall rely primarily on exploded diagrams, photographs, cutaway drawings, or three-dimensional renderings to allow proper part identification. Each part shall be pointed out by an arrow, line, or similar method, and shall be identified directly by part number or indirectly by a reference number. In addition to the visual means of parts identification, each part shall be verbally described with a specification that is in sufficient detail so it can be ordered. The quantity required for the subassembly or component in question shall be listed, and parts that must be replaced upon disassembly or in groups or sets shall be noted. For purposes of the parts manual, all parts shall be considered one of three types, as follows:

COMMERCIALLY PRODUCED AND AVAILABLE COMPONENTS.

These parts shall be defined by a complete verbal description, sufficient to allow procurement, and an identification of the manufacturer and part number of the exact component installed. (Example: hex head cap screw, 3/8 - 24 x 1-1/2 inch, Grade 5, Acme Screw Company, Part No. 12345; or: Rocker Switch, SPST 15-A, 125 vac/dc, Cole Hersee, Part No. 95326.)

CUSTOM MANUFACTURED COMPONENTS THAT THE VENDOR HAS PRODUCED TO SPECIFICATION AND CANNOT BE INTERCHANGED WITH STANDARD COMMERCIAL PRODUCTS.

These parts must be documented sufficiently by detailed shop drawings and material specifications to allow contracting production of replacements for damaged components, which is hereby authorized by the vendor. (Example: exhaust pipe hanger bracket - fabricate from 1-1/4 inch x 2 inch - 316 ss, 12 inch long, as per bp2346.)

PROPRIETARY ITEMS, SUCH AS CUSTOM CIRCUIT BOARDS OR COMPONENTS FOR WHICH THE RELEASE OF DETAILED INFORMATION WOULD COMPROMISE TRADE SECRETS, CONFIDENTIAL INFORMATION, OR PROPRIETARY METHODS.

These parts shall be identified by a verbal description. Describe part number and list as a proprietary item to be ordered through the vendor. (Example: moldboard assembly - part no. 12345 - proprietary item, contact [name of manufacturer] for replacement.)

The inclusion of parts manual(s) published by suppliers of major components shall be permitted so long as the basic information required above is obtained. When such manuals are bound volumes, they may be submitted separately and referenced accordingly in the parts manual.

The parts manual shall contain the following major sections:

- INTRODUCTION
- INDEX OF MAJOR ASSEMBLIES AND SYSTEMS WITH PAGE NUMBERS OR SECTIONS
- ILLUSTRATION OF UNIT SHOWING MAJOR ASSEMBLIES AND SYSTEMS
- DETAILED PARTS INFORMATION BY MAJOR ASSEMBLY OR SYSTEM
- INDEX - PART NUMBER AND PAGE.
- INDEX - EACH PART WITH PAGE, ALPHABETICAL BY MAJOR ASSEMBLY OR SYSTEM.

E. MAINTENANCE MANUALS

The maintenance manuals shall be the primary manuals used in routine inspection, troubleshooting, and normal repairs. The manuals shall cover all plow/hitch maintenance anticipated due to normal wear and tear and routine service intervals. Each section shall have a description describing its operation and function in all modes of operation. The maintenance manuals shall also include major repair, setup, calibrating, or overhaul each component and/or each complete system. This can be a separate section or it can be included in the parts manual and referenced in the maintenance manual. However, instructions shall provide specific step-by-step disassembly procedures; wear limits and tolerances, guidance and recommendations, and quality assurance testing to be performed before returning the vehicle to service. The inclusion of manuals published by suppliers of major components shall be permitted. When such manuals are bound volumes, they may be submitted separately and referenced accordingly in the maintenance manual. The maintenance manuals shall have a problem diagnosis and troubleshooting section. This section shall be extensive and shall use charts, diagrams, "trees," or other methods of logically and methodically troubleshooting the unit. Heavy emphasis is to be placed on complex systems, such as electrical, pneumatic, or hydraulic. Schematic diagrams showing such systems in various operational conditions are mandatory.

The maintenance manuals shall have a recommended spare parts section. This section shall have a list of recommended spare parts. The recommended spare parts list shall consist of a concise list of components that the manufacturer recommends stocking for immediate availability for preventive or breakdown maintenance to minimize downtime. This section may be divided into headings by major assemblies or systems. The listing shall include all necessary data for ordering the parts or each part shall be referenced to the parts manual. The list shall also include the replacements of all expendables, such as belts, hoses, clutches, brake linings, bulbs, fuses, filters, lubricants, system and component adjustments, etc. Shall be specifically described or easily referred to in the parts manuals.

The manual shall contain the following sections:

- Introduction
- Table of Contents
- Safety Section
- Maintenance of each Assembly or System
- Troubleshooting of each Assembly or System
- Major Repair or Overhaul Instructions
 - Determining Need for Repair or Overhaul
 - Disassembly
 - Inspection
 - Tolerance and Wear Limits
 - Reassembly
 - Testing
 - Special Tools or Fixtures Required

INSPECTION AND PREVENTIVE MAINTENANCE GUIDE

A detailed checklist type guide shall be supplied for each recommended periodic inspection. The inspection and preventive maintenance guides shall be included in a manual with each form suitable for reproduction by the authority. All technical support documentation required by this section shall be delivered at least two weeks prior to the delivery of the first unit Prior to the delivery of the vehicles and associated equipment, the vendor shall forward the operating, maintenance, and repair manuals, and the parts lists as specified directly to:

Dayton International Airport
3484 Wright Dr.
Vandalia, OH 45377
ATTN: Brandon Ellis

The manuals shall be shipped separately and not with the vehicles. All manuals shall be in the form of neatly bound books, with durable covers, and shall be properly identified with the manufacturer's name and the model and serial numbers of the equipment, etc.

The manuals shall be supplied in the following quantities:

- 2 sets of operator's manuals
- 2 inspection and preventive maintenance guides

SERVICE PARTS

To provide adequate time to acquire stock service parts, each unit shall be shipped with all necessary service parts necessary to perform all scheduled maintenance for the first two months of operation. This shall specifically include all shear pins, wear elements, special greases or lubricants, and other scheduled replacement or service parts, but excludes non-proprietary fluids. The parts will be packaged into distinct box(es) containing all the service parts necessary for a specific maintenance procedure, and plainly marked with the plow/hitch serial number, service procedure name, and detailed list of the parts included in the sealed package. The sealed boxes shall be shipped with the plow/hitch, and fully identified on the shipping documents.

TRAINING

The vendor shall provide training sessions on the operation of the plow/hitches at the airport. The airport sponsor shall designate when and where the session will be conducted, and the number of individuals to be trained. The vendor shall also provide training sessions on the maintenance, repair, troubleshooting, and inspection of the plow/hitches at the airports. The airport sponsor shall designate when and where the sessions will be conducted, and the number of individuals to be trained. The instructor must be fluent in the English language and provide all necessary training materials for the classes.

LIGHTING AND CONSPICUITY

Plows with a working width more than two feet wider than the carrier vehicle shall also have marker lights installed to provide an indication of the overall width of the unit while plowing. These lights shall conform to SAE J2042, amber lamps facing forward and to the side, and red lamps facing to the rear. They shall be mounted as close as practical to the outermost upper edge of the plow as practical. For plows with a working width eight or more feet wider than the carrier vehicle additional forward and rearward facing lights shall be installed to provide lighting at intervals of not more than two feet from the outer edge of the plow to the side of the carrier vehicle. Plows with a working width more than 6 feet wider than the carrier vehicle shall also have lights installed at the outer edges of the plow to provide an indication to the operator of the outer edge of the plowing path. These lights shall conform to SAE J572. The lights shall be installed with a shield or guard to produce a 'knife edge' pattern forward of the outer edge of the plow's overall width while plowing while flooding the area inboard of the outer edges. Plow lighting shall be connected to the carrier vehicle through a single trailer connector conforming to the requirements of SAE J560.

The wiring of these connectors shall be:

White Ground

Black Plow Marker/Clearance Lights

Yellow Left Side Plow Flood Light

Green Right Side Plow Flood Light

Plow and carrier vehicle wiring installed for the plow shall conform to SAE J1292.

WHEEL LOADER

DRIVELINE

| | |
|--|---|
| Emission Rating | Tier 4 |
| Displacement, ltr (Inches ³) | Engine Displacement shall be at least 9 L |
| Rated Speed, rpm | Rated Speed, RPM of at least 1500 |
| Engine Output - Net, kW (hp) | At least 300 hp |
| Torque, Nm (lbf / ft) | at least 1630 |
| Torque Rise, % | |
| Transmission Type | Powershift of CVT |
| Front Differential Type | Locking |
| Rear Differential Type | Open |
| Tire size - Standard | 26.5 R25 or greater |
| Service Brake - Type | Wet Disc or Wet Multi Disc |
| Service Brake - Location | All Wheels |
| Service Brake - Actuation | Hydraulic |
| Parking Brake - Type | Wet Multi Disc or Disc Front Axle |

DIMENSIONS

| | |
|---------------------------------------|--------------------|
| Height - Over Cab, mm (ft/in) | At least 11 ft |
| Wheelbase, mm (ft/in) | At least 11 ft |
| Length - Including Bucket, mm (ft/in) | At least 30 ft |
| Ground clearance, mm (inches) | At least 17 inches |
| Width Over tires - Std, mm (ft/in) | At least 10 ft |
| Height - Pivot Pin, mm (ft/in) | At least 14 ft |
| Turning Circle - Maximum, mm (ft/in) | At least 47 ft |

CAPACITIES

| | |
|---|-------------------------------------|
| Fuel Tank, ltr (gallons (US)) | At least 82 gallons |
| Hydraulic Tank, ltr (gallons (US)) | At least 33 gallons |
| Axle - Front, ltr (gallons (US)) | At least 14 gallons |
| Axle - Rear, ltr (gallons (US)) | At least 14 gallons |
| Transmission, ltr (gallons (US)) | At least 7 gallons |
| Heaped Capacity, m ³ (yd ³) | At least 6 cubic yards |
| Bucket Capacity - Smallest, m ³ (yd ³) | At least 5.5 cubic yards |
| Largest bucket capacity, m ³ (yd ³) | At least 6 cubic yards |
| Breakout - Bucket , kgf (lbf) | At least 41000 lbf |
| Ride Control System | Shall include a Ride Control System |
| System Voltage, V | 24 volts |
| Alternator Output, Amp | At least 130 Amps |
| Pump Type | Piston pump or equivalent |
| Pump Flow, lt/min (gallons (US) / min) | At least 100 gal/min |
| System Pressure, bar (PSI) | At least 250 bar |

WEIGHTS

Operating Weight, kg (lbs)

At least 54000 lbs

2-Lever Fingertip Control and Steering Column - 1 lever controls boom and 2nd lever controls bucket functions

Heated Leather/Fabric, High-Wide Back w/ Head Rest Extension, Air Suspension Seat w/ Left Hand Joystick Steering

Joystick Steering with full adjustment, Lumbar, Air Suspension with full damping capability

Heated Outside Mirrors

Joystick Steering Provides 2 Steering Systems with Steering Wheel and Left Hand Joystick with FNR Switch.

Automatic Differential Lock

Greased Steering Cylinder Joints

Front Hydraulic Locking Differential and Rear Conventional Differential Axles

Rear Camera Only

5.0 lbs. multi-purpose (ABC) Dry Chemical Fire Extinguisher

Single Beacon Bracket; Bracket has fold down position for transport

The operator sound pressure level for a standard machine configuration shall be a maximum of 72 dB(A)

**BID TO THE CITY OF DAYTON, OHIO
PURCHASING DIVISION
FAX NO. (937) 234-1600**

Date: _____

Buyer: Donita Jo Garner Voice (937) 333-4035

I.F.B. No. 19028D

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

DESCRIPTION

Liquidated Damages

In an effort to ensure that bidders meet the City of Dayton's needs with respect to delivery, we are proposing the use of liquidated damages in this bid. Agreement with the liquidated damages in conjunction with acceptable delivery dates will be used in considering the best bid.

The following proposal should be considered the minimum delivery needs of the City of Dayton. However, bidders are encouraged to offer affirmative dates based on their ability to provide the equipment. Bidders should also consider that they may be awarded the entire contract to up-fit the vehicle.

The City of Dayton's delivery needs are 365 days from the notification to proceed:

Notification to proceed date: _____

In the event that the contractor fails to meet the above delivery schedule, there will be \$100.00 per day deduction for failing to meet the delivery date. The liquidated damages shall be deducted from the payment of all the units awarded to the bidder.

I understand and accept the above liquidated damage/delivery schedule.

Signature

Bidder Name

Print Name

Date

Bidding Company

CONFIDENTIAL

Federal Aviation Administration
Office of Airports Planning and Programming

Company: _____ Item: _____

Buy American Preferences - Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States please complete and submit this questionnaire when requesting a Buy American Waiver under 49 U.S.C. 50101(b)(3)(A).

1. Please provide a description of the assembly process occurring at the specified final location in the United States?

Please describe the final assembly process and its various operations?

How long does the final assembly process take to complete?

2. Please provide a description of the resources used to conduct the assembly of the product at the specified location in the United States?

How many employees are involved in the final assembly process and what is the general skill level of those employees?

What type of equipment is used during the final assembly process?

What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

Company Name:
Business
Address:
Point of Contact:

Date:

Phone:
Fax:
Email:

PRODUCT STRUCTURE
Multi-Level Bill of Materials
through level 2 only

FAA Eligible Item:
FAA Item Number:

Address of Final Assembly Location:

| | |
|----------------------------|--|
| Total Material Cost | |
| US Content, % ¹ | |
| Other, % | |

| Level (0, 1, 2) | Part Number | Description ² | Quantity Per Unit | Unit of Measure | Price/Unit of Measure | US Origin* | | Other | |
|-----------------------|----------------|--------------------------|----------------------|--------------------|-----------------------------|-----------------------------|-----------|--------------------------|-----------|
| | | | | | | Price/Unit of Measure | Cost/Each | Price/Unit of Measure | Cost/Each |
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1. Attach Certificate of Origin, US Customs Form 34
 2. Items Listed in Federal Acquisition Regulation Part 25.104 may be counted as US Origin, however should include note stating that item is exempt in 25.104

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing U.S. domestic product.
 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the bidder shall:
1. Submit to the Owner **with the bid**, a formal waiver request and required documentation that supports the type of waiver being requested.
 2. That failure to submit the required documentation with the bid may be cause for a non-responsive determination and may result in rejection of the proposal.
 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS ACT- TITLE VI ASSURANCE -

The **City of Dayton**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI: Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the **City of Dayton** to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The City of Dayton encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City of Dayton. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Dayton. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference

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only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest

percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

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TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMS AND CONDITIONS

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

AFFIRMATIVE ACTION ASSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

COUNTY: _____ STATE: _____ ZIP CODE: _____

FEDERAL I.D. NO.: _____

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

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

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

Pending City Commission approval this ordinance shall expire September 29, 2020.

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

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

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

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

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

Fax No.: _____