

# CITY OF DAYTON, OHIO

AD # 02/25 & 03/03

INVITATION FOR BID  
**IFB No. 20022D**

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

## **58,000 LB GVWR CHASSIS AND 14-FOOT TANDEM DUMP BODY**

**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: February 25, 2020

**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 March 31, 2020**

User Agency: Department of Water; Division of Water Utility Field Operations  
Req Number(s): WT0WW122, WT0WW123

**Your sealed written bid is requested for the following:** To establish a firm pricing for 58,000 Lb GVWR Chassis and 14-Foot Tandem Dump Body.

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) copies 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. 20022D

**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
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**58,000 LB GVWR CHASSIS AND 14-FOOT TANDEM DUMP BODY**  
(PER SPECIFICATIONS ATTACHED)

1.	2	Each More or Less	58,000 LB GVWR Chassis and 14-Foot Tandem Dump Body Condition: New  Model Year: _____  Mfr., Make, and Model bid: _____  Please specify the warranty period and coverage: _____  Delivery Date: _____ days after receipt of order.	\$ _____ /each
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Is pricing associated with any Cooperative Purchasing Program? YES [ ] NO [ ]  
IF YES, please provide name and contract number of the Cooperative Purchasing Program. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

City State Zip Code

**Email address to send Purchase Order to:** \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print or Type) Name and Title

Signature: \_\_\_\_\_

Phone No. \_\_\_\_\_ /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. 20022D

**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
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**OPTIONS**

2.	2	Each	Extended Warranty	\$_____ /each
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More or Less

Please specify the warranty period and coverage:

\_\_\_\_\_

\_\_\_\_\_

3.	2	Each	Backup Camera System	\$_____ /each
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More or Less

Mfr: \_\_\_\_\_

Product: \_\_\_\_\_

4.	2	Each	Automatic Lubrication System <u>Additional</u> Lub Points with Installation Services	\$_____ /each
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More or Less

Mfr: \_\_\_\_\_

Product: \_\_\_\_\_

**SERVICE MANUALS**

Set of Manufacturer's service manuals, overhaul manuals, operator's manuals and parts list complete with wiring diagrams, and electronics diagnosis sections. Please specify whether manuals are in paperback form or on CD.

5.	2	Set	Service Manuals	\$_____ /per set
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More or Less

Type of Service Manuals Bid:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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





# City of Dayton

**Specifications  
For a  
58,000 LB GVWR CHASSIS  
AND  
14-FOOT TANDEM DUMP BODY**

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

**City Of Dayton  
Specifications  
For A  
Conventional Tandem Truck Chassis**

It is the intent of these specifications to describe a diesel powered, tandem, conventional truck chassis with a minimum GVW rating of 58,000 pounds.

**BIDDING INSTRUCTIONS**

Bid submittal shall represent that all equipment to be furnished is new and unused. The bidder also assumes responsibility for general design, construction, weight distribution and fitness for use as a City of Dayton truck chassis to be upfit as a standard dump truck.

Bidders shall respond to every blank in this specification with an appropriate explanation of the nature and type of equipment bid. Failure to do so may be cause for rejection of the bid.

The omission of any standard feature description shall not alleviate the bidder from the responsibility of furnishing a complete unit with all standard equipment of the manufacturer's latest improved model in current production.

The silence of these specifications as to any details, or omissions from them of detailed descriptions concerning any point shall be interpreted as meaning that only first quality materials of the correct types, sizes and designs shall be used; all workmanship shall be of first quality. All interpretations of these specifications shall be made upon the basis of this statement.

The successful bidder shall notify the City of Dayton Fleet Manager of any deviation from the bid submitted as discovered in production or through the inspection of the various components before assembly.

The following specifications are the minimum acceptable specifications. When the factory printed literature does not comply with these specifications but they can be met by modification, such modifications must be stated in writing and submitted as part of the bid.

The successful bidder shall furnish a completed unit that shall comply with all Federal, State and Local requirements governing design, noise levels, brakes, lights and safety features.

**EXCEPTION AND/OR ACCEPTABLE EQUAL REQUESTS**

All specified equipment is to be Original Equipment Manufacturer (OEM) installed, either as standard equipment, a line installed option, or factory authorized Dealer Special Order/Special Equipment (DSO/SE) installation unless otherwise specified herein, or excepted by bidder.

Any specified items or features that are not available as OEM installations shall be declared as such and will require review and approval from the City of Dayton. Any literature and/or data needed to support such a review shall be included as part of the bid.

The City of Dayton reserves the right to waive compliance with minor technicalities; to reject any or all bids; and to accept that bid which, in the opinion of the proper officials, is in the best interests of the City of Dayton.

**WARRANTY**

The chassis manufacturer shall guarantee to furnish all warranty services gratis at franchised dealers within 75 miles of Dayton, Ohio. Bidders shall furnish warranty service contact information: company name(s), location(s), contact person (s) with bid submittal. Acceptance of warranty offered will be contingent upon approval of the Fleet Manager of the Division of Fleet Management. Warranty is of prime importance and shall be a factor in determining the lowest and best bid.

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

**DELIVERY**

The successful bidder assumes the responsibility for, but is not limited to, transportation coordination and insurance for all components of the complete unit while in transit and until such time as delivered to the City of Dayton, Division of Fleet Management, at 1010 Ottawa Street, Dayton, Ohio 45402. Line sheet or production sheet shall be furnished to the City of Dayton at time of delivery

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

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

**FRAME**

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

**FRONT AXLE**

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

**STEERING**

Dual power steering gears  
 Vogel or Groenveld chassis auto lube system

**REAR AXLE**

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

**WHEELS AND TIRES**

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

**BRAKES**

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

**ENGINE**

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

**TRANSMISSION**

MD3500 RDS 6-speed Allison automatic transmission with PTO provision  
 Transmission cooler  
 External transmission filter  
 Push-button shifter controls  
 Auxilliary transmission wiring/access connector

**FUEL SYSTEM**

80 gal. aluminum fuel tank mounted under the cab  
 Minimum 15 gal. DEF (diesel exhaust fluid) tank if required

**CAB**

Aluminum cab  
 E-coat primer, base coat and polyurethane clear coat paint finish  
 Grab handles  
 Ignition and doors keyed the same  
 Heated breakaway mirrors with convex spot mirrors  
 Two-speed wipers with intermittent wipe and washers  
 Dual electric street horns  
 Single air horn  
 Single short vertical exhaust stack with a turnout  
 Hood tilting assist  
 Cab floor pass-through for upfitter wiring  
 Air suspension on the cab

**INTERIOR**

Tilt steering column  
 Dual sun visors  
 Air conditioning with a low refrigerant protection system  
 Ventilation system air filter  
 AM/FM/WB radio  
 Two-way radio mounting location and wiring accommodation  
 Two (2) accessory power outlets  
 Instruments: Tachometer, air pressure, engine oil pressure, engine oil temperature, engine temperature, transmission temperature, voltmeter, engine hour meter, fuel level, DEF level  
 Warning lights: air, oil pressure, coolant temperature, coolant level  
 Air ride driver's seat  
 Suspension type passenger's seat (dump truck)  
 Vinyl seat coverings  
 Heavy-duty door panels  
 Neoprene floor coverings  
 Cab dome light  
 Coat hooks  
 (3) Accessory Switches (On/Off)  
 (1) Accessory Switches (Momentary)  
 Fire extinguisher and reflector triangles

**ELECTRICAL**

Highest rated alternator available  
 Battery box mounted under the cab  
 Lockable Battery disconnect switch  
 External jump start posts  
 Manual reset circuit breakers instead of fuses  
 Daytime running lights  
 LED lights where available  
 Body builder power distribution module located in the cab  
 Backup alarm

**OPERATOR AND SERVICE INFORMATION**

Operator's Manual

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

**Notice To All Bidders**

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

**TYPE**

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

Make and model of unit bid

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**GVW**

Minimum GVW rating 58,000 pounds

GVW rating of unit bid \_\_\_\_\_

**CT DIMENSION AND WHEEL BASE**

The cab-to-tandem (C.T.) shall be approximately 120 inches and the after-frame (A.F.) shall be a approximately 60 inches, more or less due to body configuration. The front axle shall be setback approximately 14 inches further than standard conventional truck chassis and the wheelbase shall be approximately 14 inches shorter than standard conventional truck chassis as a result of the setback front axle.

C.T. dimension of unit bid \_\_\_\_\_

A.F. dimension of unit bid \_\_\_\_\_

Wheelbase of unit bid \_\_\_\_\_

**TURNING RADIUS**

Please state the outside turning radius of the unit bid.

Turning radius \_\_\_\_\_

Note: May be used to determine best bid.

**FRAME**

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

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

Note: May be used to determine best bid.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FRONT AXLE AND SPRINGS**

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

Front axle rating of unit bid \_\_\_\_\_

Front spring rating of unit bid \_\_\_\_\_

**POWER STEERING**

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

Description of power steering bid:

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**REAR SUSPENSION**

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

Rear axle rating of unit bid \_\_\_\_\_

Comply: \_\_\_\_ Yes \_\_\_\_ No

If no, state exception:

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**REAR AXLES**

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

Description of rear axles bid:

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**TIRES**

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

Front tire size and type bid \_\_\_\_\_

Rear tire size and type bid \_\_\_\_\_

**WHEELS**

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

Comply: \_\_\_\_ Yes \_\_\_\_ No

If no, state exception:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BRAKES**

Service brake shall be Bendix ADB22X air disc brakes. The brake system shall include a spring type safety brake with mechanical screw type release and dust shields on all wheels. The system shall also include a minimum 16.5 CFM water cooled air compressor, Bendix Model AD-IS air dryer, and cable operated air tank drain valves.

Description of brake system bid:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENGINE**

Diesel having a minimum of 300 gross B.H.P. and 800 foot pounds torque equipped with the following:

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

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

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**COOLING**

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

Description of cooling system bid:

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**TRANSMISSION**

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

Comply: \_\_\_\_ Yes \_\_\_\_ No

If no, state exceptions:

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**FUEL TANK**

Minimum capacity 80 gallon aluminum fuel tank and 15 gallon DEF tank if required. The fuel and DEF tanks should be mounted on the same side of the chassis and mounting under the cab preferred.

Fuel tank capacity bid \_\_\_\_\_

DEF tank capacity bid \_\_\_\_\_

**CAB EQUIPMENT**

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

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

Comply: \_\_\_\_ Yes \_\_\_\_ No

If no, state exceptions:

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**INTERIOR EQUIPMENT**

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

Comply: \_\_\_\_ Yes \_\_\_\_ No

If no, state exceptions:

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**ALTERNATOR**

The truck shall be equipped with a 12 volt Delco Remy 160 amp 28SI.

Alternator type and output bid:

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**BATTERY**

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

Description of batteries, switch, and terminals bid:

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**PAINTING**

Complete unit to be painted with an E-coat primer, and polyurethane base coat/clear coat finish using DuPont Centari 6847A, or an equivalent highway yellow color for dump trucks or white for waste collection trucks. The frame is to be painted gloss black.

Comply:  Yes  No

If no, state exception:

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**WARRANTY**

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

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

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

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

Description of warranty:

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**EXTENDED WARRANTY**

Additional extended chassis warranties may be offered for consideration.

Description of extended warranties:

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**CHASSIS DOCUMENTS**

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

Comply:  Yes  No

If no, state exception:

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**CHASSIS ACCEPTANCE**

It shall be the successful Bidder's responsibility to provide for a representative of the City of Dayton's Division of Fleet Management the opportunity to inspect the cab and chassis to ensure that the specifications have been met. For distant vendors, a manufacturer's line setting sheet or production sheet may be provided in lieu of inspection.

Comply:  Yes  No

If no, state exception:

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## Specifications For A 14-Foot Tandem Dump Body

It is the intent of these specifications to describe a diesel powered, tandem dump truck with a minimum GVW rating of 58,000 pounds.

### Notice To All Bidders

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

### GENERAL DESIGN

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

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

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

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### TAILGATE

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

Description of the Tailgate Bid:

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**HOIST**

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

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

Dump Angle of Unit Bid: \_\_\_\_\_

Description of Hoist Bid:

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**CAB SHIELD**

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

Description of Cab Shield Bid:

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**ELECTRICAL SYSTEM**

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

Description of Electrical System Bid:

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**CONTROLS**

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

Comply:  Yes  No

If no, state exception:

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**POLY FENDERS / MUD GUARDS**

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

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

Comply:  Yes  No

If no, state exception:

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**LIGHTS**

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

The seven gauge, stainless steel housings shall, if possible, be mounted in the rear corner post of the body. If mounting is not possible in the corner post, the rear lights shall be mounted in the stainless steel enclosures that are bolted on the outside of the corner post.

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

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

Description of the Lighting System Bid:

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**TRAILER HITCH**

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

Comply: \_\_\_\_ Yes \_\_\_\_ No

If no, state exception:

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**BODY EQUIPMENT**

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

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

Description of Body Equipment Bid:

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**HYDRAULIC SYSTEM**

The unit shall be equipped with a hydraulic system consisting of a transmission mounted, hot shift, power take off with the hydraulic pump mounted directly to the PTO flange.

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

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

Description of Hydraulic System Bid:

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**AUTOMATIC LUBRICATION SYSTEM**

Equip the chassis and dump body with an *SKF/Vogel*, or *Groenveld* automatic lubrication system that will lubricate 12 lube points that normally require periodic lubrication.

The system bid shall be one of proven design and performance in this application and deliver a semi-pourable type grease under pressure through a 12 VDC motor driver gear pump. The system shall incorporate the relube principal of operation and include a fault indicator mounted on the dashboard.

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

Description of automatic lube system and include Manufacturer and Installer. **Provide a detailed list of the 12 lube points.**

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If more than 12 lube points are recommended by the winning bidder, provide a **detailed list** of additional points. If additional lube points are recommended, provided pricing at the end of these specifications under the "Optional Pricing" section.

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**UNDERCOAT/RUSTPROOFING**

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

Comply \_\_\_\_ Yes \_\_\_\_ No

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

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### DOCUMENTS AND WARRANTY

#### BILL OF MATERIALS

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

Comply \_\_\_\_ Yes \_\_\_\_ No

If no, state exception:

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#### MANUALS

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

Comply \_\_\_\_ Yes \_\_\_\_ No

If no, state exception:

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#### WARRANTY

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

Warranty Period Bid:

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## OPTIONS

### BACKUP CAMERA SYSTEM

Provide optional pricing to install a back-up camera system.

Description of Back-up Camera System bid and include Manufacturer and Installer:

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### AUTOMATIC LUBRICATION SYSTEM - ADDITIONAL LUBE POINTS

Provide pricing for an additional automatic lubrication point. Pricing should reflect the cost of one (1) additional lube point including installation. After reviewing the “recommended” additional lube points described in the above specification, the number of additional lube points awarded will be decided by the City of Dayton during a pre-build meeting with the winning bidder.

Description:

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## 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.: \_\_\_\_\_