

# CITY OF DAYTON, OHIO

AD # 09/02 & 09/09

INVITATION FOR BID  
**IFB No. D20020**

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

## **MASONRY AND CONCRETE REPAIR SERVICES** **LABOR RATES AND MATERIAL COSTS ONLY**

**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: September 2, 2020

**Melissa A. Wilson, CPPB**  
Purchasing Agent

**ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO [bids@daytonohio.gov](mailto:bids@daytonohio.gov) NO LATER THAN: **3:15 P.M. local (Dayton OH) time on September 22, 2020****

User Agency: Various Departments/Divisions

**Your electronic PDF written bid is requested for the following:** To establish a firm Price Agreement for Masonry and Concrete services – Labor Rates and Material Costs on an as needed basis only, with firm pricing through September 30, 2021 with a possible option to renew, at the City of Dayton's discretion, firm pricing for two (2) additional 12-month period from October 1, 2021 through September 30, 2022 and October 1, 2022 through September 30, 2023.

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 PDF of bid to [bids@daytonohio.gov](mailto:bids@daytonohio.gov). All supplemental documentation shall be included with the original.**

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

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by contacting the City Department of Public Affairs and filing a Public Information Request.

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 in this bid.

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 the 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 will not accept telephone bids for this I.F.B.

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.

# QUOTATION TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-Mail to: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)

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

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

I.F.B. No. D20020

**PLEASE REPLY NO LATER THAN: 3:15 P.M. local (Dayton OH) time; 09-22-2020**

Req. #: Various

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

### DESCRIPTION

#### **MASONRY AND CONCRETE REPAIR SERVICES - LABOR RATES AND MATERIAL COSTS ONLY**

To establish a firm Price Agreement for masonry and concrete services with firm pricing through **September 30, 2021** with a possible option to renew, at the City of Dayton's discretion, firm pricing for two (2) additional 12-month period from October 1, 2021 through September 30, 2022 and October 1, 2022 through September 30, 2023.

➤ **Price shall remain firm for the period through September 30, 2021**

- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from October 1, 2021 through September 30, 2022) at the City's sole discretion?

Yes [  ]

No [  ] If no, state maximum percent of increase (based on pricing as of first year of bid) to retain this option is \_\_\_\_\_%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from October 1, 2022 through September 30, 2023) at the City's sole discretion?

Yes [  ]

No [  ] If no, state maximum percent of increase (based on pricing as of first year of bid) to retain this option is \_\_\_\_\_%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

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

**"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. \_\_\_\_\_

# QUOTATION TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

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### DESCRIPTION

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Bidder(s) shall respond to all "Work Hours" and "Response Time" information requests in the spaces provided. Failure to do so may be grounds for bid rejection. **Bidder(s) shall complete the City's bid form, as no other forms will be accepted;** "See attached" in the designated pricing areas shall be only for additional pricing or information that are not listed in bid below.

#### WORK HOURS:

Should bidder choose to work other than "regular hours" without City approval, these hours shall be paid at the regular rate.

Standard work hours – Please define: \_\_\_\_\_

Non-Standard work hours – Please define: \_\_\_\_\_

Week-end work hours – Please define: \_\_\_\_\_

Holidays (as designated by Bidder) – Please define: \_\_\_\_\_  
(Bidder to provide annual Holiday list with bid response)

EMERGENCY SERVICES – available for 24x7x365 service YES [  ] NO [  ]  
If yes, please provide a list of two (2) corporate officers or senior management personnel for contact purposes for 24 hour 365 day per year emergency contact.

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

#### RESPONSE TIME

- Contractor will respond back to City requestor's telephone calls within \_\_\_\_\_ hour(s), (minimum not to exceed 2 hours).
- On-site response time for all requested service shall be within \_\_\_\_\_ hours after contractor receives service request from the City, (Minimum not to exceed 8 hours).
- On-site response time for all EMERGENCY requests shall be within \_\_\_\_\_ hours after contractor receives a service request from the City, (minimum not to exceed 2 hours).

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

# QUOTATION TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

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

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

I.F.B. No. D20020

**PLEASE REPLY NO LATER THAN: 3:15 P.M. local (Dayton OH) time; 09-22-2020**

Req. #: Various

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ITEM NO.	DESCRIPTION	UNIT PRICE
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City representative may require verification of arrival and departure times from job sites as well as a copy of a service ticket, clearly indicating work performed, including but not limited to, respondent's classification, material, consumables, and supplies used to be submitted immediately after any/all service work.

**Contractor's hourly rate charges shall begin at the time of arrival to job site and shall conclude at time of job site departure.** Hourly rates listed below shall include all labor, tools, and equipment required for requested service work.

Contractor shall include hourly rates for all known job position(s), i.e. mason, apprentice, supervisor, etc., that may be dispatched on maintenance and/or service calls. Any additional positions not listed shall be stated in area designated "Other". If additional space is needed, please provide a supplemental sheet(s) using the format in this bid.

1	Services performed during <u>STANDARD</u> hours per bid forms and specifications	
	Mason:	\$_____ per hour
	Finisher:	\$_____ per hour
	Journeyman/woman:	\$_____ per hour
	Laborer:	\$_____ per hour
	Field Superintendent:	\$_____ per hour
	Supervisor:	\$_____ per hour
	Apprentice:	\$_____ per hour
	Other: _____	\$_____ per hour

2	Services performed during <u>NON-STANDARD</u> hours per bid forms and specifications	
	Mason:	\$_____ per hour
	Finisher:	\$_____ per hour
	Journeyman/woman:	\$_____ per hour
	Laborer:	\$_____ per hour
	Field Superintendent:	\$_____ per hour
	Supervisor:	\$_____ per hour
	Apprentice:	\$_____ per hour
	Other: _____	\$_____ per hour

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

# QUOTATION TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-Mail to: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)

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

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

I.F.B. No. D20020

**PLEASE REPLY NO LATER THAN: 3:15 P.M. local (Dayton OH) time; 09-22-2020**

Req. #: Various

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ITEM NO.	DESCRIPTION	UNIT PRICE
3	Services performed during <u>WEEKEND</u> hours per bid forms and specifications	
	Mason:	\$_____ per hour
	Finisher:	\$_____ per hour
	Journeyman/woman:	\$_____ per hour
	Laborer:	\$_____ per hour
	Field Superintendent:	\$_____ per hour
	Supervisor:	\$_____ per hour
	Apprentice:	\$_____ per hour
	Other: _____	\$_____ per hour
4	Services performed during <u>HOLIDAY</u> hours per bid forms and specifications	
	Mason:	\$_____ per hour
	Finisher:	\$_____ per hour
	Journeyman/woman:	\$_____ per hour
	Laborer:	\$_____ per hour
	Field Superintendent:	\$_____ per hour
	Supervisor:	\$_____ per hour
	Apprentice:	\$_____ per hour
	Other: _____	\$_____ per hour

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

**QUOTATION TO THE CITY OF DAYTON, OHIO**

**DIVISION OF PROCUREMENT**

**FAX NO. (937) 234-1600**

**E-Mail to: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)**

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

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I.F.B. No. D20020

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ITEM NO.	DESCRIPTION	UNIT PRICE
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5. MATERIALS, SUPPLIES, CONSUMABLES AND RELATED MATERIALS

Material Cost – Your cost (verifiable) plus \_\_\_\_\_% = Cost to City of Dayton

Consumables/Truck stock - Your cost (verifiable) plus \_\_\_\_\_% = Cost to City of Dayton

Is percentage (%) based on bidder's cost of material/consumables/truck stock? YES [ ] NO [ ]

If NO, please explain:

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

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



City of Dayton, Ohio

**MASONRY AND CONCRETE REPAIR SERVICES**  
**LABOR RATES AND MATERIAL COSTS ONLY**

SPECIFICATIONS  
2020

The City of Dayton OH (City) is seeking bids for masonry and concrete services for City facilities on an as needed basis. This price agreement may be utilized for any/all City Departments/Divisions.

Qualified bidders will be considered for award, based on a multiple award concept, however it will be solely at the discretion of the City's using agencies to place orders with any one or all bidders that have submitted a bid.

All materials used in all work shall be completed in accordance with the City's Construction and Materials Specifications dated October 1, 2008, <https://www.daytonohio.gov/DocumentCenter/View/706/Construction-and-Material-Specifications-PDF?bidId=>, and reasonable scheduling established by the City.

**BID DOCUMENTS**

All bid shall be submitted as PDF via electronic submission to [bids@daytonohio.gov](mailto:bids@daytonohio.gov). The City's email size can only accept 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should the bid document be larger than this size your company will have to submit bid in several email documents. Should the bid be submitted in multiple parts please designated in the "Subject", your bid response as multiple "Parts", i.e. IFB No. D20020 Part 1, IFB No. D20020 Part 2, etc.

**BID OPENING**

The bid opening will be using ZOOM and the login information is:

Topic: D20020 Masonry and Concrete Services Bid Opening

Bid Opening- 09-22-2020 Time: 3:15 P.M. Eastern Time (US and Canada).

Join Zoom Meeting <https://us02web.zoom.us/j/2357911467?pwd=ZXNlb1FKdTlibDNPZjlrZEFJWtBBUT09>

Meeting ID: 235 791 1467

Passcode: 344154

One tap mobile

+13017158592,,2357911467#,,,,,0#,,344154# US (Germantown)

+13126266799,,2357911467#,,,,,0#,,344154# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 235 791 1467

Passcode: 344154

Find your local number: <https://us02web.zoom.us/j/2357911467?pwd=ZXNlb1FKdTlibDNPZjlrZEFJWtBBUT09>

## **EXCEPTIONS**

Statement of Exceptions to IFB specifications and requirements: Provide a detailed description of any exceptions taken to the requirements of this IFB, including the City Standard Terms and Conditions. Exceptions shall be referenced to the applicable IFB sections. Any other departures from the City's IFB are to be identified and failure to do so shall make the bid non-responsive.

## **GENERAL**

All work shall be performed in a professional manner, subject to approval and acceptance by the City. Contractor shall complete work in accordance with the specifications given for each project designated by the City. All materials and workmanship shall be satisfactory and guaranteed for not less than 365 days from the date of work or section of work.

All materials, supplies, equipment and labor are to be provided by the successful bidder(s). All replacement materials will meet or exceed that of existing materials. All replacement materials may be subject to review and approval by the City prior to installation. All related warranty information and/or Safety and Data Sheets (SDS) information shall be included as part of the any/all price quote package. If not included in the price quote package, no additional costs or fees, including but not limited to, fuel surcharges, freight & handling, travel, etc., shall be assessed or billed to the City by the bidder

Materials shall be installed according to manufacturer's recommendations. **WARRANTY AND GUARANTEES:** Documentation shall include all manufacturers' warranty information, material quality assurance, and workmanship warranty with requested price quotes.

All necessary permits, licenses and inspections required to complete the jobs are the responsibility of the Contractor. For permits and inspection services please confer with the City Division of Building Inspections. Current permit forms with fee structure can be located at the following link: <https://www.daytonohio.gov/192/Building-Permit-Forms>.

Contractor and any/all subcontractor shall adhere to, at all times, the Occupational Safety & Health Standards established by the Occupational Safety & Health Administration (OSHA).

Contractor is responsible for maintaining a clean and safe area. Removal and disposal of all waste shall be done by the Contractor on a continuous daily basis and as soon as possible.

The successful bidder(s) and company workers are cautioned to use extreme care to protect all property from damage during the course of this work. Protect all adjacent areas and structures such as fences, posts, sidewalks, buildings, vegetation, etc. In the event of damage, the property shall be repaired at the bidder's expense, to satisfaction of the City of Dayton

No debris, chemicals or other toxic materials shall be allowed to enter any of the local storm drains on site. During the working phase and upon completion of the project, the Contractor shall be responsible to remove all debris and excess material from the job sites. All work areas will be properly cleaned and returned to acceptable condition per the City department/divisions. Contractor is responsible for removal and disposal of all debris associated with the job. All clean up and disposal expenses shall be included in the bid price. Disposal of all waste and debris, non-hazardous or hazardous, resulting from this project shall be in accordance with both the State of Ohio and City of Dayton ordinances.

## **PREVAILING WAGE**

The City's prevailing wages are in accordance with those of the State of Ohio prevailing wage rates. Said wage rates shall be applicable should services required exceed these wage rates.



## **SCOPE OF WORK**

The City reserves the right to request a price quote for services prior to the start of work. Should a price quote be requested, successful bidder(s) shall present price quote for approval and acceptance by the City designated representative.

The work shall include, but not be limited to:

1. Removal of deteriorated materials to be replaced
2. Preparation of existing surfaces to have new materials placed on, in or next to them
3. Block and brick laying that shall match existing coursing
4. Using the proper mortar for the particular job application
5. Do masonry and block work level and plumb
6. Build block and masonry to accommodate pipe, duct or other required openings to industry standards including cutting of masonry or block to provide a continuous pattern. Cut edges shall be concealed
7. Preparation of steel lintels prior to installation with rust inhibiting finishes
8. Installation of steel and precast concrete lintels,
9. Installation of ties and anchors
10. Installation of embedded flashing at wall bases or above openings at lintels
11. Installation of reinforcing,
12. Installation of anchoring in masonry or block walls at the tops to structure above
13. Construct masonry and block walls to provide weeps at base and proper cavity drainage
14. Concrete placement for brick and block to bear on,
15. Placement of concrete in block for reinforcing,
16. Selection of materials to match surrounding existing materials
17. Protection of sills, ledges, projections, door and window frames and newly installed masonry from mortar droppings
18. Cleaning of deteriorated mortar at joints and repointing of the joints. Joints shall be stuck to match existing joints surface.
19. Clean up of mortar/grout stains, efflorescence, and other stains from new masonry and concrete block
20. Clean up of surfaces from all traces of masonry and block work having been done.

## **CONCRETE REPAIRS**

### **1. EPOXY BONDING AGENT**

- A. An epoxy bonding agent shall be used when applying fresh concrete to previously placed concrete. Epoxy bonding agent shall conform to ASTM C-881 Type I, II, IV or V; Grade 2 for epoxy resin adhesives, depending on the application. The class of epoxy bonding agent shall be suitable for all ambient and substrate temperatures. The epoxy resin shall be "Sikadur Hi-Mod Series" as manufactured by the Sika Corp, Lyndhurst, NJ, "CR 246" as manufactured by Sto Corporation, Atlanta, GA, "Duralbond" as manufactured by Euclid Chemical Company, Cleveland, OH, "Euco #452 Series" by the Euclid Chemical Company, "MasterEmaco ADH series" by BASF Master Builder Solutions or acceptable equal.

### **2. ANTI-CORROSION REBAR COATING**

- A. All reinforcing steel cut or exposed during demolition and/or repair operations shall be protected with an anti-corrosive coating. The anti-corrosive coating shall be a two component, polymer-modified cementitious material such as "Sika Armatec 110 EpoCem " manufactured by Sika Corp., Lyndhurst, NJ, "CR 246" manufactured by Sto Corporation, Atlanta, GA, "Duralprep A.C." by the Euclid Chemical Company, "MasterEmaco P 124" by BASF Master Builder Solutions or acceptable equal.

### **3. STRUCTURAL CRACK REPAIR MATERIAL**

- A. Structural crack repair material shall be a two-component, polymer-modified or silica fume enhanced cementitious mortar and shall conform to EPA/USPHS standards for surface contact with potable water

supplies. Structural crack repair material shall be "Sikatop 123 Plus" manufactured by Sika Corp., Lyndhurst, NJ, or "Emaco S88 CI", "MasterSeal 590" by BASF Master Builder Solutions or acceptable equal.

#### 4. EPOXY CRACK REPAIR BINDER

- A. Epoxy crack repair binder shall be a two-component, 100% solids, high-modulus, low viscosity epoxy adhesive designed for structural repair. The epoxy adhesive shall be "Sikadur 52" manufactured by Sika Corp., Lyndhurst, NJ, "Duralcrete LV" manufactured by Euclid Chemical Company, Cleveland, OH, "Sto Poxy Binder CR633" manufactured by Sto Corporation, Atlanta, GA, "Eucopoly Injection Resin" by the Euclid Chemical Company, "MasterInject 1500" by BASF Master Builder Solutions or acceptable equal.

#### 5. WATERPROOF INJECTION GROUT

- A. Waterproof crack repair material shall be a one-component, water-activated polyurethane hydrophilic or hydrophobic (as directed by Engineer) injection grout capable of 700% expansion. Polyurethane grout shall form a tough flexible or rigid (as directed by Engineer) foam seal that is impenetrable to water. Hydrophilic injection grout shall be "Prime Flex 900 XLV" manufactured by Prime Resins, Conyers, GA, "AV-333 Injectaflex" manufactured by Avanti International, Webster, TX, or "DeNeef Sealfoam" manufactured by Grace Construction Products. Hydrophobic injection grout shall be "Prime Flex 920" manufactured by Prime Resins, Conyers, GA, "Sikafix HHLV" or "Sikafix HH+" manufactured by Sika Corp., Lyndhurst, NJ, "DeNeef Flex PURE" manufactured by Grace Construction Products or acceptable equal.

#### 6. SPALL REPAIR PATCHING MATERIAL

- A. All spall repairs not requiring formwork shall be repaired using a two-component, polymer-modified non-shrink cementitious mortar and shall have a minimum 28-day compressive strength of 7,000 psi. Spall repair mortar for use in horizontal applications shall be "Sikatop 122 Plus" manufactured by Sika Corp., Lyndhurst, NJ, "CR 700" manufactured by Sto Corporation, Atlanta, GA, "Eucocrete Supreme" by the Euclid Chemical Company, or MBT SD-2 or Emaco R310 by BASF Construction Chemicals. Spall repair mortar for use in vertical applications shall be "Sikatop 123 Plus" manufactured by Sika Corp., Lyndhurst, NJ, "Duraltop Gel" manufactured by Euclid Chemical Company, "CR 702" manufactured by Sto Concrete Restoration Division, Atlanta, GA, "Verticoat or Verticoat Supreme" by the Euclid Chemical Company, "MasterEmaco N 425" or "MasterEmaco N 400" by BASF Master Builder Solutions or acceptable equal.
- B. All spall repairs requiring formwork shall be repaired using a two-component, polymer-modified cementitious mortar/pea gravel mixture and shall have a minimum 28-day compressive strength of 7,000 psi. Spall repair mortar shall be "SikaTop 111 PLUS" manufactured by Sika Corp., Lyndhurst, NJ, "Eucocrete Supreme" manufactured by Euclid Chemical Company, Cleveland, OH, "Sto Flowable Mortar CR730" manufactured by Sto Corporation, Atlanta, GA, "MasterEmaco T 310 CI" by BASF Master Builder Solutions or acceptable equal.
- C. All spall repair materials shall conform to EPA/USPHS standards for surface contact with potable water supplies.

#### 7. WATERPROOF MEMBRANE PATCH

- A. Waterproof membrane patch shall be a hypalon sealing strip secured to the concrete substrate with an epoxy adhesive. Sealing system shall be installed per manufacturer's recommendations and shall be "Sikadur Combiflex" manufactured by Sika Corp., Lyndhurst, NJ or acceptable equal. Minimum width of waterproof membrane patch shall be twelve (12) inches unless shown otherwise on Contract Drawings.

### **DEFECTIVE WORK**

All work, which has been rejected or condemned, shall be repaired, or, if it cannot be satisfactorily repaired, removed and replaced at the Contractor's expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at his expense.

The City will perform periodic inspections to ensure satisfactory performance. If services are found to be unsatisfactory, the City has the right to cancel any/all services immediately, without recourse.

## **INSURANCE**

It is a requirement of the City that any contractor, when working for the City, shall provide liability coverage to defend the City against claims for damages arising out of the work of the contractor, his subcontractor or their respective employees.

Contractor shall furnish proof of general liability insurance prior to the performance of any work as a result of this bid; the successful bidder shall furnish proof of general, automobile and employer's liability insurance and workers compensation, upon request. The City of Dayton shall be named as an additional insured for insurance required for any/all projects.

The contractor shall also maintain worker's compensation insurance to protect employees in case of bodily injury, including death during the entire term of this agreement.

## **INVOICES FOR SERVICES PERFORMED**

Invoices shall be submitted, to the appropriate City department/division in a timely manner, not to exceed 30 days, after completion of service. All initial invoices submitted for payment shall include, but are not limited to the following:

- Total number of hours worked (labor)
- Location of services performed: Building name, (e.g. City Hall, Safety Bldg., etc.) if applicable, location address, City department/division work was performed for
- City purchase order number and/or bidder's quote number
- Detailed itemized cost of billing for services performed (labor, materials, supplies and related items)
- Copies of supplier invoices for materials, supplies, consumables, and related materials

Additional copies of invoices and all supporting documentation shall be provided upon request.

## **INFORMATION**

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

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

Vendors must electronically submit an Affirmative Action Assurance (AAA) application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) in order to do business with the City. Information on AAA application can be found at: <http://daytonhrc.org/business-technical-assistance/affirmative-action-assurance/>

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