

CITY OF DAYTON, OHIO

AD #9/04 & 9/08

INVITATION FOR BID
IFB No. N20022

Procurement Division
Room 514, CITY HALL
P.O. Box 22
DAYTON, OHIO 45402
**Firefighter Class A Uniforms, Stationwear
and Related Items**

For Further Information Contact:

Nicole Fox
Room 514, CITY HALL
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4041
Fax No. 937-234-1600

Date September 4, 2020

Melissa A. Wilson, CPPB
Procurement Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL: bids@daytonohio.gov; NO LATER THAN: **2:00 P.M. local (Dayton OH) time on September 18, 2020**

User Agency: Fire

Your electronic bid is requested for the following: To establish a firm Price Agreement for Firefighter Class A Uniforms and related items with firm pricing through March 31, 2021 with a possible option to renew, at the City of Dayton's discretion, firm pricing for three (3) additional 12-month periods from April 1, 2021 through March 31, 2024.

All Vendors must submit a current copy of their W-9 with their 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.

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

Forms can be found on the City of Dayton's website at: <http://www.daytonohio.gov/348/Procurement-Management-Budget>

For additional information on this IFB, please contact the Division of Procurement, Nicole Fox at (937) 333-4041.

Submit one (1) signed original pdf bid to bids@daytonohio.gov. All supplemental documentation shall be submitted with bid.

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

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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, ant-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.

QUOTATION TO THE CITY OF DAYTON, OHIO

PROCUREMENT DIVISION

E-MAIL TO: bids@daytonohio.gov

Date: _____

Buyer: Nicole Fox Voice (937) 333-4041

I.F.B. No. N20022

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

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE
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Firefighter Class A Uniforms, Stationwear and Related Items

- The City of Dayton shall receive a Discount of _____% off list pricing for Firefighter Class "A" Uniforms and Stationwear and related supplies not listed herein.
- Price to remain firm for the period through March 31, 2021.
- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from April 1, 2021 through March 31, 2022) at the City's sole discretion?
Yes []
No [] If appropriate, 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 April 1, 2022 through March 31, 2023) at the City's sole discretion?
Yes []
No [] If appropriate, 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 April 1, 2023 through March 31, 2024) at the City's sole discretion?
Yes []
No [] If appropriate, 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

The City of Dayton is using P-Cards (Master Charge) for many low dollar purchases based on any Price Agreement(s) in effect – please bid accordingly.

Do you accept Master Charge Cards? _____

Bidder shall provide all product Summary and Specifications related to product(s) and Manufacturer's Warranty with your company's bid response.

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

PROCUREMENT DIVISION

E-MAIL TO: bids@daytonohio.gov

Date: _____

Buyer: Nicole Fox Voice (937) 333-4041

I.F.B. No. N20022

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

ITEM NO.	U/M	DESCRIPTION	EXT COST
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Bidder shall provide all product Summary and Specifications related to product(s) and Manufacturer's Warranty listed below with your company's bid response.

Firefighter Class "A" Uniforms, Stationwear and Related Items (Per Specifications attached)

CLASS "A" UNIFORMS

- | | | | | |
|----|-------------------|-----|---|--|
| 1. | 1
more or less | SET | Basic Firefighter Class "A" Uniform (Color: Dark Navy)
Set shall include: one jacket, one trouser, with standard issue buttons and badge tab
Manufacturer & Style: Fechheimer Flying Cross, Burlington Raeford fabric, or Acceptable Equal

Manufacturer & Style Bid: _____ \$_____ set

Larger sizes (Coat): Sizes: _____ to _____ \$_____
Sizes: _____ to _____ \$_____

Larger sizes (Pant): Sizes: _____ to _____ \$_____
Sizes: _____ to _____ \$_____ | |
| 2. | 1
more or less | Ea | Basic Shirt (long sleeved)
Color: Medium Blue/MB
Manufacturer & Style : Horace Small
Sentinel Basic Shirt,
or Acceptable Equal
\$_____

Larger sizes: Sizes: _____ to _____ \$_____
Sizes: _____ to _____ \$_____ | |
| 3. | 1
more or less | Ea | Uniform Cap
Color: Dark Navy

Firefighter Uniform Cap
\$_____ | |
| 4. | 1
more or less | Ea | Nameplate - metal, name engraved

2 ½" long, ½" high
\$_____ | |
| 5. | 1
more or less | Ea | All Wool Tie
Color: Black
Width: 3"
\$_____ | |

Bidding Company: _____

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ITEM NO.	U/M	DESCRIPTION	EXT COST
<u>Bidder shall provide all product Summary and Specifications related to product(s) and Manufacturer's Warranty listed below with your company's bid response.</u>			

6.	1 more or less	Ea	Dacron Tie Color: Black Width: 3"	\$ _____
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WORK UNIFORM

7.	1 more or less	Ea	Shirt (short sleeved) Color: Dark Navy Manufacturer & Style : Leventhal Ltd. Conqueror Style 1325 or Acceptable Equal	\$ _____
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Larger sizes: Sizes: _____ to _____ \$ _____

 Sizes: _____ to _____ \$ _____

8.	1 more or less	Ea	Shirt (long sleeved) Color: Dark Navy Manufacturer & Style : Leventhal Ltd. Conqueror Style 1025DN or Acceptable Equal	\$ _____
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Larger sizes: Sizes: _____ to _____ \$ _____

 Sizes: _____ to _____ \$ _____

9.	1 more or less	Ea	Traditional, Poly-Cotton Trousers (Male) Color: Midnight Blue	
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Manufacturer & Style: Fechheimer Style 48200 \$ _____

Manufacturer & Style: Horace Small Style 2361 \$ _____

or Acceptable Equal

10.	1 more or less	Ea	Traditional, Poly-Cotton Trousers (Female) Color: Midnight Blue	\$ _____
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Manufacturer & Style: Fechheimer Style 48250 \$ _____

Manufacturer & Style: Horace Small Style 2363 \$ _____

or Acceptable Equal

11.	1 more or less	Ea	Utility Pants (Male) Color: Midnight Blue	
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Manufacturer & Style: _____ \$ _____

Bidding Company: _____

QUOTATION TO THE CITY OF DAYTON, OHIO

PROCUREMENT DIVISION

E-MAIL TO: bids@daytonohio.gov

Date: _____

Buyer: Nicole Fox Voice (937) 333-4041

I.F.B. No. N20022

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

ITEM NO.	U/M	DESCRIPTION	EXT COST
<u>Bidder shall provide all product Summary and Specifications related to product(s) and Manufacturer's Warranty listed below with your company's bid response.</u>			
12. 1 more or less	Ea	Utility Pants (Female) Color: Midnight Blue Manufacturer & Style: _____	\$ _____
13. 1 more or less	Ea	Wind/Waterproof Lined Jacket Manufacturer & Style: Spiewak S526CF Tritel Fleece Jacket DFD logo embroidered, white in color, on left chest, and the member's rank similarly embroidered on the right chest Color: Dark Navy	\$ _____
14. 1 more or less	Ea	Poly/Cotton crew neck T-shirt with DFD logo embroidered, white in color, on the left chest, and the member's rank similarly embroidered on the right chest Color: Dark Navy Manufacturer & Style: _____	\$ _____
15. 1 more or less	Set	Button/Braid Upgrades Fire Chief Assistant Chief District Chief/Fire Marshal	\$ _____/set \$ _____/set \$ _____/set

Name-brand specification: The intent and purpose of referring to a specific make and model is to specify levels of quality and performance acceptable to the City of DAYTON, ONLY. The City will accept and encourages the submittal of bids for competitive products that will perform at least as well and provide substantially equal or greater quality.

Bidding Company: _____



**CITY OF DAYTON, OHIO
DEPARTMENT OF FIRE
SPECIFICATIONS FOR FIREFIGHTER CLASS A UNIFORMS,
STATIONWEAR AND RELATED ITEMS**

Note: *In this document, where a brand name is indicated, the term “or acceptable equal” will usually follow. “Acceptable equal” indicates any alternative brand or design, and, as such, shall be subject to approval by Dayton Fire Department Administration.*

CLASS “A” UNIFORM

COAT

- Fechheimer Flying Cross series, Burlington Raeford fabric – or acceptable equal
- Double breasted dress coat, 8-button front
- Buttons and insignia - per rank
- Department insignia, left shoulder
- Paramedic emblem, right shoulder - Certified Paramedics only

TROUSERS

- Burlington Raeford fabric – or acceptable equal

SHIRT

Firefighters, EMTs, and Paramedics (Medium Blue/MB) shirts

- Horace Small, Sentinel Basic shirt, long sleeve - or acceptable equal

Features: 4.25-ounce poplin weave, 65/35 polyester/cotton blend, pleated pockets with mitered corner shoulder straps, no pleats, full badge sling

- The Dayton Fire Department Insignia patch shall be located on the left sleeve. The top of the patch shall be centered on the sleeve and 1 ½” down from the seam that joins the top of the sleeve to the shoulder.
- The Paramedic and the EMT patches, where applicable, shall be located on the right sleeve. The top of the patch shall be centered on the sleeve and 1 ½” down from the seam that joins the top of the sleeve to the shoulder.

CAP

- Dark blue or white – 5 Star style, Midway Uniform Cap or equivalent
- Badge
- Strap - Black plastic
- Ventilation band – black

TIE

- Black - all wool or Dacron - 3" wide

WORK UNIFORM

SHORT SLEEVE SHIRT/SYTYLE 1325 (DARK NAVY) SPECIFICATIONS

Style

The shirt shall be short sleeve style with convertible collar, shoulder straps, top center placket front, pleated pockets with scalloped flaps and Creaset® permanent military creases including two on the front that continue through the pockets and flaps, three on the back, and sleeves. Shirt is to be Conqueror Style 1325, as manufactured by Leventhal Ltd – or an acceptable equal.

Fabric

Content: 65% Polyester with REPREVE®/35% Cotton
Weight: 4.25 to 4.5 oz. per square yard
Weave: Deluxe Stretch Poplin (Mechanical Comfort Stretch of 8%-10%)
Color: Dark Navy

Fabric has 3DTech finish: repels water based liquids on the outside and wicks moisture (Perspiration) on the inside keeping wearer cooler and drier. The fabric has ColorStay dyeing technology for superior color retention after repeated washings and also includes technology for improved soil release.

Collar

The collar shall be convertible and is to measure 3-1/4 inches in length at point. It shall have topstitching set in ¼ of an inch from edge and must have permanently sewn in collar stays. Stays are 3 inches long by 3/8 of inch wide and are permanently sewn into collar. Collar stays fused to the interlining or fused through bottom of collar fabric will be unacceptable. The collar interlining shall be made of 5 oz. 100% pre-shrunk woven cotton fusible, topfused to the collar for superior appearance.

Shoulder Straps

Shoulder straps shall measure approximately 2 inches wide at sleeve seam, tapering to 1-3/4 inches at the ends which shall be pointed. Shoulder straps shall be stitched to the shoulder using a single-needle machine, forming an "X". The length of the straps shall be graduated to conform to the size of the shirt and pointed end shall finish approximately ½ of an inch from the edge of the collar. A functional button shall be attached at the shoulder correspond with the shoulder strap buttonhole at the pointed ends. Shoulder straps are to be interlined with non-woven fusible. Shoulder straps are stitched, turned inside out and ¼ of an inch topstitched to uniformly match collar, top center placket, and pocket flaps.

Fronts

The shirt is to have a top center placket front that shall be 1-1/2 inches wide, interlined with 5 oz. woven 100% cotton non-fused interlining, and ¼ of an inch topstitched at each side. The length of the shirt shall be graduated according to size. The shirt shall have 7 button and buttonholes. The top buttonhole is horizontal and is approximately ½ of an inch below the top of the collar band. The remaining buttonholes are vertical with 3 inches spacing between the top and second and 2-1/2 spacing between the remainder. Melamine buttons (to include a spare on right facing) are stitched to right front. There shall be one permanent Creaset® Super Silicone military creases on each side of shirt front that are to continue through pockets and pockets flaps. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a raised stitch for wearer comfort. Safety stich joining on shoulder seam is unacceptable.

Pockets

There shall be two patch breast pockets with 1-1/2 inch stitched box pleats to prevent spreading. Pockets are to be die cut to insure uniformity and bottom of pockets shall be mitered. Each pocket is to have a 1 inch turned and clean finished hem at the top. Pockets shall measure 6 inches deep and be 5-1/2 inches wide. Both pockets shall have a 1-1/2 inch stitched compartment for a pen. There shall be Velcro® hook fasteners ¾-inch wide and ¾-inch long on each pocket corner to line up and close with the loop Velcro® on the flap. Velcro® closures shall be black.

Flaps

There shall be two flaps die cut to insure uniformity. The flaps shall measure 5-3/4 inches wide, 2-1/8 inches deep at the side, and 2-1/2 inches deep at the center. There shall be black loop style Velcro® at the corners of the flap to line up with matching hook Velcro® on pocket. There must be a hidden pen opening through both flaps that allows access to the divided pen compartment. Stop and start stitching of the flaps for pen opening will be unacceptable. Buttons shall be sewn onto uncut buttonholes and shall be for show only. The flaps shall have woven Dacron Polyester interlining, and are to be stitched, turned inside out, and ¼ of an inch topstitched to uniformly match collar, top center placket, and shoulder straps.

Badge Attachment

There will be two small 3/8 of inch uncut buttonholes to serve as eyelets and guide for badge attachment with the lower eyelet positioned 1-1/2 inches above the left flap. These eyelets shall measure 1-5/16 inches apart vertically. Additionally, there shall be an interior sling-type badge holder reinforcement made of two-ply shirt fabric measuring 1 inch wide extending from shoulder joining seam to left front pocket. Bottom of reinforcement sling to be neatly turned and finished.

Sleeves

The sleeves (one-piece gusset continues from side seams) shall measure a minimum of 9 ½ inches long, with a 7/8" clean finished hem. Sleeves shall have Creaset® Silicone permanent military creases.

Side Gussets

Shirt shall have ergonomic gusset construction that incorporates side gussets for enhanced wearer comfort and mobility without shirt lift. The gusset is made of the shirt material (for a perfect color and fabric match) and is accomplished with a single piece of fabric that extends from the sleeves of the shirt, up underneath the armhole (one-piece), then down the side to the shirt hem. The graduated gusset measures 4 inches at each end and widens in the armhole area. The gusset seams are continuous, safety stitched and topstitched into the underside of the sleeve. This construction also permits easy tapering of the shirt to provide a custom tailored fit by adding a simple dart.

Back

The back of the shirt shall have a double layer yoke that shall be minimum of 3 inches deep at center and 3 ¼ inches at the ends with a 1/16 topstitch on the lower edge of the yoke for added strength. The back is to have three permanent Creaset® Super silicone military creases evenly spaced that start at the yoke seam and extend to the bottom of the shirt tail. The center crease shall be positioned in the center of the back.

Creases

Permanent creases specified herein must be installed utilizing Creaset® silicone-based resin treatment as specified by the US Army, Navy, Marines and Coast Guard for military uniforms. Creaset® provides permanent creases for a professional appearance and garments utilizing it may be machine washed or dry-cleaned. The system provides a sharp crease without puckering that may occur when creases are sewn in. There shall be one military crease in each front that must incorporate the permanent modified Creaset® Super Silicone that is specially formulated for fabrics with high technology treatments, and creases shall continue through the pocket and pocket flap. There are three permanent military creases in the back of the shirt, plus one each sleeve, all utilizing the Creaset®

Buttons

Buttons are to be 20-ligne matching melamine quality buttons.

Interlinings

Interlinings are to be as applicably noted in appropriate section of specification herein. A woven fusible interlining as specified shall be used for the collar. A woven non-fusible interlining must also be used for top center placket front and pocket flaps. Use of non-woven interlining on collar, top center placket front, or pocket flaps will be unacceptable.

Thread

The entire shirt shall be stitched with 100% polyester core/100%polyester wrap thread and shall match shirt color. All visible stitching must be 10-12 stitches per inch.

Stitching

The shirts shall be of safety stitch construction. Collar, shoulder straps, top center placket front and pockets flaps shall be ¼ of inch topstitched for uniformity and for a sharp clean and distinctly tailored appearance. All visible stitching must be 10-12 stitches per inch as noted herein. Sleeve setting shall be done with an over edge and safety stitch. Topstitching shall be used elsewhere as specifically noted herein. The outer edges of the collar are topstitched ¼ of an inch. The center front placket has two rows of stitching 1 inch apart that are set in ¼ of an inch from edge side. The shoulder straps and pocket flaps are to be stitched, turned inside out, and topstitched ¼ of an inch from the edges. There is a second row of topstitching ¼ of an inch from the cuff closing stitches. The lower edge of the yoke is topstitched 1/16 of an inch.

Labels

The shirts shall have a size and content label sewn at the collar. Labeling describing proper cleaning instructions and manufacturer's RN number must also be included. The shirt shall have a manufacturer label sewn onto the yoke.

Rank

Rank shall be embroidered on right chest in all capitalized ½" letters and shall be in line with center of pocket. Thread should be gold in color for Chief Officers (to match collar insignia) and white for all other ranks.

Insignia

The Dayton Fire Department Insignia patch shall be located on the left sleeve. The top of the patch shall be centered on the sleeve and 1 ½" down from the seam that joins the top of the sleeve to the shoulder.

The Paramedic and the EMT patches, where applicable, shall be located on the right sleeve. The top of the patch shall be centered on the sleeve and 1 ½" down from the seam that joins the top of the sleeve to the shoulder.

Stock Item

The bidder, upon request of the buyer, may be required to supply printed manufacturer's literature/catalog clearly showing that the style specified herein is in fact a stock item and offered in the sizes indicated below. Shirts shall be offered in men's neck stock sizes and combination sleeve lengths as per the following chart:

(SMALL)	(MED)	(LARGE)	(XL)	(2XL)	(3XL)	(4XL)	(5XL)	(6XL)
14/14.5	15/15.5	16/16.5	17/17.5	18/18.5	19/19.5	20/20.5	21/21.5	22/22.5

Women's Style & Sizing

The same style shirt must be available as a stock item in a women's pattern and in women's stock sizes. Shirt is to be Conqueror Style #L 13525, as manufactured by Leventhal Ltd, or acceptable equal.

Women's stock sizes to include bust sizes as per the following chart:

Bust	30/32	34	36	38	40	42	44/46	48/50	52/54
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LONG SLEEVE SHIRT/SYCLE 1025 (DARK NAVY) SPECIFICATIONS

Style

The shirt shall be long sleeve style with convertible collar, shoulder straps, top center placket front, pleated pockets with scalloped flaps and Creaset® permanent military creases including two on the front that continue through the pockets and flaps, three on the back, and sleeves. Shirt is to be Conqueror Style 1025DN, as manufactured by Leventhal Ltd – or an acceptable equal.

Fabric

Content: 65% Polyester with REPREVE®/35% Cotton
Weight: 4.25 to 4.5 oz. per square yard
Weave: Deluxe Stretch Poplin (Mechanical Comfort Stretch of 8%-10%)
Color: Dark Navy

The specifications shall be the same as the Short Sleeve Work Shirt except where sleeve length and model number apply.

WORK TROUSERS

Traditional, poly-cotton, midnight blue

- Fechheimer; Style 48200 (male), 48250 (female), or acceptable equal.
- Horace Small: Style 2361 (male), 2363 (female), or acceptable equal.

JACKET

Lined Jacket – Spiewak S526CF Tritel Fleece jacket.

Sizing: S, M, L, XL, 2XL, 3XL, 4XL

Fabric: Shell is windproof/water resistant Tritel Systems nylon. Body lined with Non-pill micro fleece, sleeves lined with Polyfill quilted nylon.

Color: Navy

Thread: Navy

Design: Zip front fleece lined jacket with two front pockets with zippers and one inner right chest pocket with zipper. Seams are double stitched for added strength. Raglan sleeves and stretch cuffs and waistband. Jacket may be worn alone or zipped into the S577CF shell to form a winter weight parka.

Logos: To minimize stitching that compromises the water resistant jacket, all embroidery shall be applied to separate material matching jacket, thus forming a patch. Material/patch will then be sewn to jacket in appropriate positions.

DFD approved logo embroidered on left chest, rank embroidered on right chest in all caps, approximately ½” high, positioned in line with the center of the left chest logo. Both embroideries to be white thread.

Outershell – Spiewak S577CF Tritel Systems All Weather Jacket

Sizing: S, M, L, XL, 2XL, 3XL, 4XL

Fabric: Shell is single proof/waterproof Tritel with sealed seams. Lined with lightweight breathable nylon.

Color: Navy

Thread: Navy

Design: Zip front all weather outer shell jacket with two fleece lined front pockets with snow flaps.

Seams are sealed for water resistance. Performance sleeves, zip pits, stretch cuffs and drawstring waistband.

Logos: To minimize stitching that compromises the water resistant jacket, all embroidery shall be applied to separate material matching jacket, thus forming a patch. Material/patch will then be sewn to jacket in appropriate positions.

DFD approved logo embroidered on left chest, rank embroidered on right chest in all caps, approximately ½” high, positioned in line with the center of the left chest logo. Both embroideries to be white thread.

Bid Opening

All bids shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's bid document exceed this limit, your company will have to submit its bid document in multiple parts (emails). Should bid document require multiple emails, please designate in the "Subject" line of each email sent: IFB No. N20022 Part 1, IFB No. N20022 Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information:

Topic: IFB N20022 Firefighter Class A Uniforms, Stationwear and Related Items

Time: Sep 18, 2020 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84882965963?pwd=bll5QmFrbDNKYzdzZkcyeGpGRHEvZz09>

Meeting ID: 848 8296 5963

Passcode: 171094

One tap mobile

+13126266799,,84882965963#,,,,,0#,,171094# US (Chicago)

+19294362866,,84882965963#,,,,,0#,,171094# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 848 8296 5963

Passcode: 171094

Find your local number: **<https://us02web.zoom.us/j/84882965963?pwd=bll5QmFrbDNKYzdzZkcyeGpGRHEvZz09>**

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.

I. 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 Procurement. 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, Procurement 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”, Procurement 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. Procurement 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”, Procurement would move onto the other Dayton Local business, Bidder D. Again Procurement 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”, Procurement 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. Procurement 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”, Procurement 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 Procurement, 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.: _____