

CITY OF DAYTON, OHIO

AD # 09/08 & 09/15

INVITATION FOR BID
IFB No. 20036D

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

10,000 LB GVWR 4-WHEEL DRIVE SINGLE REAR WHEEL TRUCK WITH A PLATFORM BODY, SNOW PLOW AND SALT SPREADER SYSTEM

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 8, 2020

Melissa A. Wilson, CPPB
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO bids@daytonohio.gov NO LATER THAN: **11:00 A.M. local (Dayton OH) time on October 13, 2020**

User Agency: Department of Water; Division of Water Reclamation
Req Number(s): WT0WT173

Your sealed written bid is requested for the following: To establish a firm pricing for 10,000 LB GVWR 4-Wheel Drive Single Rear Wheel Truck with a Platform Body, Snow Plow and Salt Spreader System.

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/781/Doing-Business-With-the-City-of -Dayton](http://www.daytonohio.gov/781/Doing-Business-With-the-City-of-Dayton)

Submit one (1) signed original PDF of bid to 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 Procurement office and will be available online once the award has been made.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Dayton is exempt from payment of federal excise taxes and state retail sales taxes (Ohio Vendor's License No. 57-15847).

Multi-year orders are valid only if funds are available in succeeding years.

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Dayton reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which in the judgment of proper officials, is to the best interest of the City.

The City of Dayton reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list. We are not permitted to accept telephone bids or Fax bids.

BIDDER'S PLEASE NOTE: Your signed equal opportunity "Affirmative Action Assurance" form (available at Human Relations Council, 371 W. Second St., Suite 100, Dayton, Ohio 45402--Phone No. 937-333-1403) must be on file with the City of Dayton before an order or contract can be issued.

Please complete and return promptly to the Human Relations Council.

BID TO THE CITY OF DAYTON, OHIO

DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: bids@daytonohio.gov

Date: _____

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

I.F.B. No. 20036D

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

ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE
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**10,000 LB GVWR 4-WHEEL DRIVE SINGLE REAR WHEEL TRUCK
WITH A PLATFORM BODY, SNOW PLOW AND SALT SPREADER SYSTEM**
(Per Specifications Attached)

1.	1	Each	10,000 LB GVWR 4-Wheel Drive Single Rear Wheel Truck with a Platform Body, Snow Plow and Salt Spreader System	\$ _____ /each
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More or Less

Condition: New

Model Year: _____

Mfr., Make, and Model bid: _____

Please specify the warranty period and coverage: _____

Delivery Date: _____ days after receipt of order.

Price to remain firm for the period through March 31, 2021? Yes [] or No []

If NO, for how long? _____

Is pricing associated with any Cooperative Purchasing Program? YES [] NO []

IF YES, please provide name and contract number of the Cooperative Purchasing Program. _____

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

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

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

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

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

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

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

Bidding Company _____

Address : _____

City _____ State _____ Zip Code _____

Email address to send Purchase Order to: _____

By: _____
(Please Print or Type) Name and Title

Signature: _____

Phone No. _____ /FED. ID# _____

Fax No. _____

BID TO THE CITY OF DAYTON, OHIO

DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: bids@daytonohio.gov

Date: _____

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

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ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE
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Service Manuals

Set of Manufacturer operator manuals, chassis service and wiring manuals, chassis and engine diagnostic software, and parts list complete with wiring diagrams, and electronics diagnosis sections. Please specify whether manuals are in paperback form or on CD on Specifications.

2. 1 Set Service Manuals
More or Less

Chassis Service Manual Including Wiring Diagrams \$_____ /per set
Type of Service Manuals Bid:

Parts Catalog \$_____ /per set
Type of Service Manuals Bid:

BID DOCUMENTS

All bid shall be submitted as PDF via electronic submission to bids@daytonohio.gov. The City's email size can only accept 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should the bid document be larger than this size your company will have to submit bid in several email documents. Should the bid be submitted in multiple parts please designated in the "Subject", your bid response as multiple "Parts", i.e. IFB No. 20036D Part 1, IFB No. 20036D Part 2, etc.

BID OPENING

The bid opening will be using ZOOM and the login information is:
Topic: Bid Opening- 20036D Time: October 13, 2020 at 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/2357911467?pwd=ZXNlIFKdTIibDNPZjRZEFJWtBBUT09>

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/u/kbPisqEunb>

Bidding Company: _____



**City of Dayton, Ohio
Invitation For Bid (IFB) No. 20036D**

**10,000 LB GVWR 4-WHEEL DRIVE SINGLE REAR WHEEL TRUCK
WITH A PLATFORM BODY, SNOW PLOW AND SALT SPREADER SYSTEM**

REFERENCES FOR BIDDING COMPANY

Name of Bidding Company: _____

Names, addresses, and telephone numbers for at least three references presently or previously served by your firm for IFB No. 20036D. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



City of Dayton

Specifications For a

10,000 LB GVWR 4-WHEEL DRIVE SINGLE REAR WHEEL TRUCK
WITH A
PLATFORM BODY, SNOW PLOW AND SALT SPREADER SYSTEM

Bidding Company: _____

**SPECIFICATIONS FOR
10,000 LB GVWR 4-WHEEL DRIVE SINGLE REAR WHEEL TRUCK
WITH A
PLATFORM BODY, SNOW PLOW AND SALT SPREADER SYSTEM**

NOTICE TO BIDDERS

It is the intent of these specifications to describe a 10,000 GVWR, four-wheel drive, regular cab truck suitable for towing a trailer weighing up to 10,000 lbs and equipped with a platform body, snow plow salt spreader system.

All equipment to be furnished under this bid shall be new and unused. The bidder shall assume responsibility for the unit's fitness for use by the City of Dayton's Department of Water, Division of Water Reclamation in their daily operations.

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

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

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

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

Successful bidder shall be responsible to provide for local warranty service for the completed unit. Bidders shall furnish warranty service contact information: company name(s), location(s), contact person (s) with bid submittal. Acceptance of warranty offered will be contingent upon approval of the Fleet Manager of the Division of Fleet Management. Warranty is of prime importance and shall be a factor in determining the lowest and best bid.

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

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

DELIVERY:

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

Federal Excise and Ohio Sales Tax Exemptions will be furnished to the successful bidder upon request.

Bidding Company: _____

**SPECIFICATIONS
FOR A
10,000 LB. GVWR, 4-WHEEL DRIVE, SINGLE REAR WHEEL TRUCK CHASSIS**

Notice to Bidders

Bidders shall respond in detail to each paragraph of this specification in the space provided. Failure to do so may be grounds for rejection of bid. Responses such as: "Per attached specifications, see attached literature, as specified, and meets specifications," etc. are inadequate responses and may be cause for rejection of bid.

TYPE:

It is the intent of these specifications to describe a fuel efficient, minimum 10,000 GVWR, four-wheel drive, regular cab, single rear wheel, cab & chassis truck for use by the City of Dayton. The unit bid shall be the current model in production and be equipped with all standard equipment as listed in the manufacturer's printed literature.

Any item that is standard equipment on the vehicle bid, but not specified below, is not to be removed from the vehicle. Manufacturer's disclaimers indicate that changes in product specifications may occur during the model year and they may reserve the right to do so without repercussion.

Make and model of the unit bid:

GVW:

Minimum **10,000**-pound GVW rating

GVW rating of unit bid _____

FRONT SUSPENSION:

The unit shall be equipped with the standard capacity front suspension with heavy duty shock absorbers and stabilizer bar.

Front axle rating of unit bid _____

Comply: Yes _____ No _____

Bidding Company: _____

If no, state exception:

REAR AXLE & SUSPENSION:

The unit shall be equipped with the standard capacity rear suspension equipped with multi-leaf springs, heavy duty shock absorbers, and stabilizer.

Minimum 7,000 lbs. Rear axle rating

Rear axle rating of unit bid _____

Comply: Yes _____ No _____

If no, state exception

FUEL TANK:

Minimum capacity of 30 gallons; greater capacity preferred, if available.

Fuel tank capacity bid:

CHASSIS:

- Minimum 60-inches CA
- Cab & Chassis
- Power steering with an oil cooler
- Power anti-lock disc brakes on all wheels
- Five (5) full size wheels and radial tires with an all-season tread design
- Frame mounted front tow hooks
- Off-road package with skid plates
- Snowplow prep package
- Trailer towing package (see Trailer Hitch section below)

Comply: Yes _____ No _____ CA bid: _____

If no, state exception:

ENGINE:

- Minimum, 300 HP, 365 lb-ft torque naturally aspirated V8 gasoline engine
- Maximum capacity cooling system available that is capable of maintaining the engine operating temperature at idle speed at 120 degrees Fahrenheit ambient temperature with the air conditioner operating
- Coolant protection to - 40 F.° using long life coolant
- Silicon cooling system hoses
- Thermostatically controlled clutch fan
- Engine oil cooler

Comply: Yes _____ No _____

Displacement _____ HP _____ Torque _____

EPA estimated MPG: Highway _____ City _____

If no, state exception:

Bidding Company: _____

TRANSMISSION AND TRANSFER CASE:

The unit shall be equipped with a minimum heavy duty 5-speed automatic overdrive transmission with a 2-speed transfer case, skid plate, and heavy-duty cooler. The transfer case shall be capable of shifting while the vehicle is moving.

Comply: Yes _____ No _____

If no, state exception:

ELECTRICAL:

- Minimum, 115 amp alternator
- Minimum, 650 CCA battery
- Daytime running lights
- Cargo area lighting

Comply: Yes _____ No _____

If no, state exception:

BODY:

- Manufacturer’s standard tinted glass in all windows
- Break-away type, outside heated rearview mirrors with convex spot mirrors, and adjustable arm mounts suitable for trailer towing
- Body painted the manufacturer’s standard white
- Factory running boards/side steps
- OEM integrated rear view camera

Comply: Yes _____ No _____

If no, state exception:

INTERIOR:

The unit shall be equipped with the manufacturer’s heavy-duty interior that includes the following:

- Seating for three (3)
- Vinyl seat coverings (Color to be determined from available options)
- Storage box behind the seat
- Power windows
- Power door locks
- Tire pressure monitoring system
- Dual sun visors
- Seat belts equipped with retractors
- Driver and front passenger air bag restraint system
- Side impact air bags
- Heavy-duty door panels
- Neoprene floor coverings
- Ignition and doors keyed the same
- Four (4) sets of keys

Comply: Yes _____ No _____

If no, state exception:

INSTRUMENTS AND ACCESSORIES:

The vehicle shall be equipped with all standard and/or optional equipment required for proper and safe operation of the unit including the following:

- Air conditioning with manual fresh air temperature-controlled heater and windshield defrosters
- Dual speed windshield wipers with adjustable intermittent wipe
- Full instrument cluster including an hour meter, voltmeter, coolant temperature, and oil pressure gauges with warning lights where available
- 12 volt accessory power outlet in the dash
- AM/FM radio
- Interior mounted day/night rear view mirror
- Cab dome lights
- 90 db electronic back up alarm
- Factory installed, integrated trailer brake controller
- Minimum four (4) factory installed accessory switches

Bidding Company: _____

Comply: Yes _____ No _____

If no, state exception:

WARRANTY:

Please provide the terms of the chassis manufacturer's standard warranty.

RUSTPROOFING:

Complete unit, including the cab and bed, shall be treated by the Ziebart System or acceptable equal. (To qualify as an acceptable equal, the process and material bid must adhere to the Ziebart specifications).

Comply: Yes _____ No _____

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

Bidding Company: _____

SPECIFICATIONS FOR A PLATFORM BODY AND ACCESSORIES

It is the intent of these specifications to describe an 9-foot platform body. The body installation shall be complete with all equipment and accessories that may be required to meet all federal, state and local requirements. All workmanship shall be of top quality in all areas of construction including wiring and installation of lighting components.

PLATFORM BODY:

The unit shall be equipped with a heavy-duty platform body approximately **108-inches** in length with stake pockets, tie rail, and a fixed tapered bulkhead with window. The platform body provided shall be suitable for mounting on a single rear wheel chassis with an approximate 60-inch C.A. dimension. (Please ensure that you are aware of the cab & chassis configuration being bid)

The platform shall have two full-length, minimum four (4) inch longitudinal sills of structural steel with minimum 11-gauge, four (4) inch, full width, roll-formed, "G" channel cross members on approximately 16-inch centers. The longitudinal sills and cross members shall be welded to one-piece, minimum five (5) inch steel side and end rails formed of minimum 11-gauge steel. All cross members to longitudinal sill connections shall be reinforced with gussets.

The floor of the platform shall be covered with minimum 3/16-inch diamond plate steel.

Description of platform:

BULKHEAD:

The unit shall be equipped with a permanently mounted tapered bulkhead. The bulkhead shall be constructed of minimum 11-gauge high strength steel with three (3) inch intermediate posts to secure the bulkhead to the longitudinal sills. All bulkhead posts shall have additional support from gussets welded to the platform side rails and longitudinal sills.

The bulkhead shall also feature a window that is either punched or slotted and that aligns with the cab rear window for a clear view. It may not extend so high as to block the view of the light bar from the rear.

Description of the bulkhead bid:

STAKE POCKETS AND TIE RAILS:

The platform body shall be equipped with four (4) stake pockets and a tie-down rail on each of the open sides including the rear. The stake pockets shall be 2 inch by 4 inch (Nominal), to accept standard lumber, and the tie-down rail shall be minimum 2 inch by 3/8 inch steel.

Comply: Yes _____ No _____

If no, state exception:

BUMPER AND TAIL SKIRT:

The platform body shall be equipped with a tapered tail skirt that extends to the base of the long sills and an ICC bumper that does not inhibit use of the trailer hitch.

Comply: Yes _____ No _____

If no, state exception:

MUD GUARDS:

The body is to be equipped with poly fenders independent from the body and mudguards behind the rear wheels attached to the fender.

Comply _____ Yes _____ No

If no, state exception:

Bidding Company: _____

NOTE:

The wiring and lighting components in the following paragraphs shall be abrasion, corrosion, oil and grease resistant cables of sufficient length to make the originating connection in the truck cab or at the standard chassis connection and the terminating connection at the lighting component.

TRAILER HITCH:

The chassis shall be equipped with a class IV receiver type hitch equipped with a minimum 5-ton capacity pintle/ball and D-rings suitable for safety chains. The hitch shall be adjustable to a minimum of three different heights and be set so that the bottom of the pintle ring is 20-inches from the ground.

The vehicle's integrated trailer brake controller and lights shall be connected to a 7-way, blade style trailer connector mounted next to the hitch.

Comply: Yes _____ No _____

If no, state exception:

VEHICLE LIGHTING:

The vehicle's rear lighting system shall be equipped with recessed LED lights of proven design and performance and comply with all Federal Motor Vehicle Safety Standards. The system shall include brake lights, turn signals, parking, backup and license plate lights.

Comply: Yes _____ No _____

If no, state exception:

AMBER WARNING LIGHT SYSTEM:

The vehicle shall be equipped with permanent mount, full-sized, class1, LED Low-Profile Amber light bar mounted on top of the bulkhead (aka Headache Rack). The light bar wiring shall be operated through the factory installed accessory switches that are marked with their functions.

Comply: Yes _____ No _____

If no, state exception:

PAINT:

The platform body and bumper shall be painted gloss black.

All manufactured ferrous equipment attached to the chassis or body shall be sand or media blasted to remove all mill scale, oils, dirt, rust, shipping primer and/or other contaminants from the steel surfaces. (New items that have been painted or powder coated from the factory do not need to be repainted.)

The platform's surfaces shall be prepared with an acrylic E-coat primer that is applied by submerging the body. The underside of the body shall be protected with a rubberized undercoating. The platform and any other unpainted items shall be painted gloss black with a high-quality polyurethane finish, consisting of approximately 2-3 mils dry film build paint. (High quality powder coating may be substituted for paint.)

All finished surfaces shall be smooth, shiny, and free of runs, overspray, and/or other defects.

Description of the finish and corrosion warranty bid:

SPECIFICATIONS FOR SNOWPLOW

HEAVY-DUTY SNOWPLOW:

8-foot Heavy Duty Snowplow with Curb Guard and Shoe Kit. Plow shall be hydraulically lifted and angled left and right from controls mounted in the truck cab. Plow shall have heavy duty quick coupler type hitch mounted to the trucks frame that permits the hoist and plow lights to be removed by a single operator when not in use.

Make and Model of Snowplow:

The snowplow shall have the following features:

MOLDBOARD:

The plow shall provide for a minimum mold board width of 8-feet and a minimum height of 29.5 inches. The mold board shall be constructed of stainless steel with a minimum of 8 reinforcing steel ribs with heavy steel upper and lower reinforcement. The moldboard shall be equipped with a rubber “splash” shield.

TRIP EDGE MECHANISM:

The plow shall be equipped with a trip edge feature of proven design and performance. The trip edge shall have adjustable springs and provide for a minimum radius of 6-inches from the cutting edge to the point of rotation. In addition, the pivot shall be designed to prevent rocks or debris from being trapped between the moldboard and trip edge thus preventing the trip edge from fully returning when plowing.

CUTTING EDGE:

The plows cutting edge shall be a replaceable, bold on, ½ inch by 6-inch-high carbon steel edge, installed so the trip edge in not directly in contact with the road surface. The cutting edge shall be designed to be flipped over and reused in a usable condition.

MOLDBOARD ADJUSTMENT:

The plow shall provide for adjustment of the plows angle of attached. The adjustment shall be easily made without disassembly of the plow through adjusting bolts or pins.

ANGLING MECHANISM:

The plow shall be equipped with a dual cylinder angling mechanism with crossover relief protection. The angling cylinder shall have a minim 1 1/2 inch diameter chrome plated piston rod.

PLOW FRAME, HITCH, AND RECEIVER:

The plow shall be mounted to a heavy tubular steel constructed frame and receiver that mounts directly to the frame and will provide for long life and low maintenance costs. The unit shall be designed so that the plow hitch, lift cylinder, and plow lights may be easily removed from the truck, leaving only a receiver mounted to the truck.

CONTROL SYSTEM:

The plow control system shall be either an electric joystick or a handheld electric pendant control that can be easily removed and stowed when not in use. The plow hydraulic system shall consist of the angling cylinders, double acting hoisting cylinder with float control, mounted quick couplers and electrical connector with plugs and caps, and all other necessary lines, hoses, and fittings to connect the snowplow hoisting cylinder.

SNOWPLOW LIGHTS:

The plow light system shall include adjustable high and low beam LED headlights and turn signal lights. The lights shall be mounted on the hitch and controlled that the headlights, including daytime running lights, are turned off when the plow lights are on.

PLOW MARKERS:

The plow moldboard shall be equipped with durable, flexible, corrosion resistant corner markers on each end of the moldboard. The plow markers shall be tall enough that the driver can clearly see both markers when the plow is on the road surface.

FINISH:

All steel plow parts including reinforcing ribs, plow frame, and hitch shall be thoroughly shot blasted, primed and powdered coated evenly to create a rust and corrosion resistant finish.

List Make & Model: _____

Does the snowplow bid comply with all the features listed above? Yes _____ No _____

If no, state exception:

Bidding Company: _____

SPECIFICATIONS FOR SALT SPREADER

GENERAL:

The salt spreader shall consist of a rust-proof double-wall polyethylene hopper construction with a smooth, quite electric-drive system.

HOPPER BODY:

The hopper body shall be constructed with polyethylene and have an overall minimum measurement of 115-inches in length, 50-inches in width and 50-inch in height and provide for a minimum 1.8 cubic yards capacity. The weight shall be no more than 670 pounds empty. The hoper body shall have removable hopper covers that double as a spill shield.

MOUNTING:

The box shall be secured to a flatbed pick-up truck by a nylon ratchet strap mounting kit.

CONVEYOR SYSTEM:

The unit shall be equipped with a proven pintle chain type conveyor system to move material to the rear of the body at variable rates to the spinner mechanism. The floor shall be constructed of stainless steel. The unit shall have greasable bearing throughout.

SPINNER SYSTEM:

The unit shall be equipped with a spinner capable of spreading up to a maximum of 40 feet and shall have a spinner size between 14 and 17 inches. The spinner shall be capable of distributing both salt and sand.

The spinner system shall be removable.

SPREADER MOTORS:

The spreader motors shall be a sealed stainless-steel electric driver motor.

List Make & Model: _____

Does the salt spreader bid comply with all the features listed above? Yes _____ No _____

If no, state exception:

Bidding Company: _____

WARRANTY:

Minimum 3-year warrant on all products.

Please list warranties and/or exceptions:

OPTIONS

Set of Manufacturer operator manuals, chassis service and wiring manuals, chassis and engine diagnostic software, and parts list complete with wiring diagrams, and electronics diagnosis sections. Please specify whether manuals are in paperback form or on CD on Specifications.

Please provide the cost deduction or increase for the following:

MANUALS:

- Chassis service manual including wiring diagrams
- Parts catalog

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

T&C Revision Date: 01 November 2018

Bidding Company: _____

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.: _____