

CITY OF DAYTON, OHIO

AD # 9/11 & 9/14

INVITATION FOR BID
IFB No. N20027

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

Touchless Water Fountains Part I of II

For Further Information Contact:

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

Date: September 11, 2020

Melissa A. Wilson, CPPB
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL: bids@daytonohio.gov; NO LATER THAN: **3:00 P.M. local (Dayton OH) time on September 23, 2020**

User Agency: Various

Your electronic written bid is requested for the following: To establish a firm fixed price for Installation of touchless water fountains.

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>

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.

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.

**BID 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. N20027

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

ITEM NO.	DESCRIPTION	BID
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Touchless Water Fountains Part I of II

Touchless Water Fountains I and II, bids must be completed electronically. Send your electronic copies via e-mail to: bids@daytonohio.gov

THE CITY WILL BE ON A TIGHT DEADLINE FOR COMPLETION OF THIS PROJECT. PLEASE INDICATE BELOW WHICH OF THE TIERS YOU WILL BE ABLE TO COMPLETE NO LATER THAN DECEMBER 20, 2020.

TIER 1: YES _____ NO _____

TIER 2: YES _____ NO _____

TIER 3: YES _____ NO _____

TIER 4: YES _____ NO _____

VENDOR UNDERSTAND THAT THIS WORK HAS TO BE COMPLETED BY 12/20/2020 AND ALL INVOICES SHALL BE SUBMITTED BY 12/28/2020 IN ORDER FOR THE CITY TO BE COMPLIANT WITH THE CARES ACT FUNDING REQUIREMENTS. FAILURE TO MEET THIS DEADLINE MAY RESULT IN THE VENDOR ONLY BEING PAID FOR WHAT WAS COMPLETED ON TIME. DUE TO THE TIME CONSTRAINTS ASSOCIATED WITH THIS BID; IT MAY BE AWARDED TO MULTIPLE VENDORS TO ENSURE ON TIME COMPLETION.

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

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

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

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 other- wise 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. _____



CITY OF DAYTON
Touchless Water Fountains
Specifications
September 2020

The City of Dayton OH (City) Department of Public Works, Division of Property Management are requesting bids for installation of touchless paper towel and soap dispensers, from experienced and qualified firms. All provisions shall be in adherence to:

CRF Funded:

- Per US Treasury guidance, all requirements related to Internal Controls ([2 C.F.R. 200.303](#)).
- Subrecipient Monitoring and Management ([2 C.F.R. 200.330-332](#))
- Audit Requirements ([2 C.F.R. 200 Subpart F](#)) apply to contracts.
- 2 C.F.R. Part [§200, Appendix II](#) Required Contract Clauses.

Scope of Work Touchless Water Fountain

- All touchless units will be replacing an existing fountain, but modifications may be necessary.
- Bidder will supply all equipment and labor for installation.
- Bidder will disconnect, remove, and dispose of existing fountains.
- Bidder will modify existing water supply, drains, and electric to accommodate new units.
- Bidder will either apply a stainless steel cover, or patch and restore any wall surfaces to pre-construction appearance affected by the installation process.
- Bidder shall install new touchless unit. Unit shall be properly functioning before job is considered complete.
- All debris will be cleaned from the installation, and properly disposed of at the completion of each unit and at the end of each workday. Clean housekeeping will be observed at all times.
- Bidder shall work in accordance with the building conditions and the current Public Health Orders regarding masks, social distancing and sanitation guidelines. Non-compliance with these requirements maybe grounds of individual dismissal and required immediate personnel replacement.

Site Locations

Locations	Address	Touchless Water Fountain
Tier 1		
City Hall	101 W. 3rd St.	4
One Stop – DVIP and IAB		2
Safety Building	335 W 3rd St.	5
Tier 2		
EPOD-N	417/415 E. Helena St	1
EPOD-S	2721 Wayne Ave.	1
CPOD	248 Salem Ave.	1
WPOD	951 Washington St.	2
	Total	16

Touchless Water Fountains

Oasis Versa Cooler II with VersaFiller Model PG8SBF(Or Equivalent)

DESCRIPTION

- Model PG8SBF shall deliver 8.0 gph of 50°F water at 90°F ambient and 80° F inlet water per ASHRAE 18 testing.
- Model PG8SBF shall include PG8AC and the VersaFiller Sports Bottle Filler with independent manual activation; lower unit shall have four antimicrobial copper push pads to activate the manual flow of water for the cooler.
- VersaFiller components contain Freshield®, which utilizes a silver-based antimicrobial compound to protect the surfaces from discoloration, odors and degradation caused by the growth of micro-organisms and mildew.
- Basin shall be designed to eliminate splashing and standing water.
- Water saver bubbler to reduce waste water by 50% and shall have flexible guard and operate between 20 and 100 PSI.
- Cabinet finish shall be brushed stainless steel or greystone on galvanized steel.
- Shall use R-134a refrigerant.
- Shall comply with ANSI 117.1 and ADA. Shall be listed by Underwriters Laboratories to US and Canadian standards.
- Shall comply with NSF/ANSI 61 and NSF/ANSI 372.

Permits: All necessary permits, licenses and inspections required to complete the work specified in this IFB is the responsibility of the contractor. For permits and inspection services please confer with the City's Division of Building Inspections. Current permit forms with fee structure can be located at the following link:

<http://www.cityofdayton.org/departments/bs/bi/Pages/BuildingPermitForms.aspx>

Work Hours: All work must be performed between the hours of 7:00 a.m. and 4:00 p.m. Monday thru Friday excluding observed holidays. Work at other than these hours or days of the week must be arranged in advance and pre-approved by the designated City representative. Work has to be completed no later than December 28, 2020. All invoices shall be submitted no later than December 28, 2020.

Performance: All service locations shall be inspected by the City's Department representatives on a regular basis to insure thorough contract compliance.

Insurance: Bidder must provide current proof of insurance for public liability and property damage with standard limits to cover bidder's company liability as may arise directly or indirectly from work performed under terms of this bid specification package. Proof of current insurance must be submitted with bid.

Warranty: All manufacturers' warranty information, material quality assurance, and workmanship warranty with price quotes.

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. N20027.

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

Join Zoom Meeting <https://us02web.zoom.us/j/84557640931?pwd=MmQrK1F0dy96NC9hZXVjTmJoMW1zQT09>

Meeting ID: 845 5764 0931

Passcode: 841221

One tap mobile

+19294362866,,84557640931#,0#,,841221# US (New York) +13017158592,,84557640931#, ,0#,,841221# US (Germantown)

Dial by your location or find your local number: <https://us02web.zoom.us/u/kgjNUOxdT>

+1 929 436 2866 US (New York) +1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Germantown) +1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago) +1 346 248 7799 US (Houston)

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. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **CONTRACTOR:** Contractor acknowledges its employees are not public employees for purpose for Ohio Public Employees Retirement System ("OPERS") membership.

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.: _____