

CITY OF DAYTON, OHIO

INVITATION FOR BID
IFB No. 26039AD

**Purchasing Division
Room 514, CITY HALL
101 W. Third St.
DAYTON, OHIO 45402**

Electrical Equipment Troubleshooting and Repair Services (Only) Part I of II

For Further Information Contact:

Austin Dickison
Room 514, CITY HALL
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4035

Date May 28, 2026

Nicole Fox
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 June 23, 2026**

User Agency: Water

Your bid is requested for the following:

To establish a firm Price Agreement for Electrical Equipment Troubleshooting and Repair Services (Only) with pricing to remain firm for the period July 1, 2026 through June 30, 2027 with a possible option to renew, at the City of Dayton's discretion, firm pricing for three (3) additional 12-month periods from July 1, 2027 through June 30, 2030.

Voluntary Site Visit: Will be held at 12:00 P.M. local (Dayton, OH) time on June 9, 2026 beginning at the City of Dayton's Division of Water Supply and Treatment facilities located at 3210 Chuck Wagner Lane, Dayton, Ohio 45414. Please ring buzzer at Security Gate to be invited into the facility.

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.

Questions: Please submit any and all questions in writing to Austin Dickison at Austin.Dickison@daytonohio.gov no later than 11:00 AM on June 11, 2026. Answers will be posted by end of business on June 16, 2026.

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

Submit one (1) signed original PDF of bid to bids@daytonohio.gov with IFB number in "Subject" line. 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

E-MAIL TO: bids@daytonohio.gov

Date: _____

I.F.B. No. 26039AD

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

Electrical Equipment Troubleshooting and Repair Services (Only) Part I of II

Both portions of the Electrical Equipment Troubleshooting and Repair Services (Only) Part I of II bid must be completed electronically. Send one original pdf signed bid and one excel spreadsheet electronic via e-mail to: bids@daytonohio.gov

Please fill in Grey Shaded Areas Electronically using Part II. Part II shall be submitted in EXCEL.

- Price to remain firm for the period July 1, 2026 through June 30, 2027.
- Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from July 1, 2027 through June 30, 2028) 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 July 1, 2028 through June 30, 2029) 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 July 1, 2029 through June 30, 2030) 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

Is pricing associated with any Cooperative Purchasing Program? YES ☐ NO ☐ IF YES, please provide supporting documentation that includes name and contract number of the Cooperative Purchasing Program.

Bidder shall provide all product Summary and Specifications related to product(s) and Manufacturer's Warranty 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# _____

BID TO THE CITY OF DAYTON, OHIO
DIVISION OF PROCUREMENT
E-MAIL TO: bids@daytonohio.gov

Date: _____

I.F.B. No. 26039AD

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

DESCRIPTION

BID DOCUMENT

All bids shall be submitted as a 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 designate in the "Subject", your bid response as multiple "Parts", i.e. IFB No. 26039AD Part 1, IFB No. 26039AD Part 2, etc.

BID OPENING

Topic: CITY OF DAYTON BID OPENING – IFB 26039AD – Electrical Equipment Troubleshooting and Repair Services (Only)

Time: June 23, 2026 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

Invite Link: <https://us04web.zoom.us/j/71369816956?pwd=pb9T3laqFV7YrrKduzpb60BW26FKDL.1>

Meeting ID: 713 6981 6956

Passcode: zL5Qni



CITY OF DAYTON
Electrical Equipment Troubleshooting and Repair Services (Only) Part I of II
(Per Specifications Attached)

The City understands that every bidder receiving this bid package may not be able to bid on every section or even every item within a section. We ask that you bid on the items which you have available to you. The bid will be awarded to multiple bidders based on best pricing for materials, meeting specifications.

Bidders shall respond to all information requests of this specification in the spaces provided. Failure to do so may be grounds for rejection of bid. **Bidders shall complete the City's bid form as none other will be accepted**; "See attached" to be designated only for additional pricing or information that is not listed in bid below.

If the successful bidder(s) chooses to work other than "regular hours" without City approval, these hours will be paid at the regular rate.

WORK HOURS: If the bidder chooses to work other than "regular hours" without City approval, these hours will be paid at the regular rate.

Standard work hours – Please define: _____

Non-Standard work hours – Please define: _____

Week-end work hours – Please define: _____

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

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

Contact Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Contact Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

RESPONSE TIME

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



CITY OF DAYTON
ELECTRICAL EQUIPMENT TROUBLESHOOTING AND REPAIR SERVICES (ONLY) PART I OF II
IFB NO. 26039AD
March 2026

Name of Bidding Company: _____

REFERENCES FOR BIDDING COMPANY

List company names, addresses, and telephone numbers for at least three (3) references presently or previously served by your Company for IFB No. 26039AD. 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
ELECTRICAL EQUIPMENT TROUBLESHOOTING AND REPAIR SERVICES (ONLY) PART I OF II
IFB NO. 26039AD
March 2026

Name of Bidding Company: _____

KEY PERSONNEL

Bidder shall provide background, experience and brief resumes and/or qualifications of personnel who will be primarily involved in servicing the City's HVAC equipment. Include any certifications earned, special training taken, and memberships in professional groups.

Contact Name: _____

Title: _____

Years of Service: _____

Certifications: _____

Email Address: _____

Contact Name: _____

Title: _____

Years of Service: _____

Certifications: _____

Email Address: _____

Contact Name: _____

Title: _____

Years of Service: _____

Certifications: _____

Email Address: _____



CITY OF DAYTON
ELECTRICAL EQUIPMENT TROUBLESHOOTING AND REPAIR SERVICES (ONLY) PART I OF II
IFB NO. 26039AD
May 2026

Name of Bidding Company: _____

SUBCONTRACTORS

Bidders shall not subcontract work on any City equipment and/or facilities without prior notification and consent by the requesting City department/division. This prior approval is required for each job proposed to be subcontracted.

If applicable, provide a listing of potential subcontractors and services that bidder may subcontract with, under any resulting agreement.

Potential Bidder Subcontractors

Potential services to be subcontracted

Sub Contractors Name

Services

Location: Address/City

Services

Sub Contractors Name

Services

Location: Address/City

Services

Sub Contractors Name

Services

Location: Address/City

Services



CITY OF DAYTON
ELECTRICAL EQUIPMENT TROUBLESHOOTING AND REPAIR SERVICES (ONLY) PART I OF II
IFB NO. 26039AD
MAY 2026
SPECIFICATIONS

I. GENERAL

The City of Dayton OH (City) is seeking qualified companies to perform electrical equipment repair and troubleshooting of 600v –12400v electrical gear at various Division of Water Supply and Treatment facilities.

This specification is for furnishing labor and equipment to repair and troubleshoot electrical equipment, of 600 to 12,400 volts, in conformance to the standards of the National Electrical Testing Association (NETA). Bidder shall be a member of NETA. Work shall be done by NETA-certified technicians. The scope of work includes both onsite troubleshooting and repair, offsite repair, and furnishing a report of any final results on repaired and troubleshot equipment.

Bidder and any/all sub-contractors shall adhere to, at all times, the Occupational Safety & Health Standards established by the Occupational Safety & Health Administration (OSHA).

The equipment to be repaired and troubleshot could be located at any of the following facilities: Booster Pump Stations (see attached Appendix A List), Ottawa Street Main Substation, Ottawa Pump Station, Ottawa Water Treatment Plant, Lime Plant, Mad River Well Field, Miami Well Field, Rip Rap Well Field, Eastwood Park Wellfield, Huffman Dam Well Field, Miami Water Treatment Plant, Miami North Pump Station, Miami Generator Sub, Ottawa Generator Sub, Reade Pump Station, and Miami South Pump Stations. Some Specific items at these facilities are listed at the end of this specification. See also the List of Locations (Appendix A) and list of associated equipment in the List of Equipment (Appendix B).

It is the intent of the City of Dayton to establish a four-year price agreement. Only some of the facilities and locations will need repair and troubleshooting depending on unforeseen issues, damage, or reported issues found by regular maintenance testing (a separate price agreement not included in this scope of work), as identified by the City for troubleshooting or repair.

Voluntary Site Visit will be held at 12:00 P.M. local (Dayton OH) time on June 9, 2026, beginning at the City of Dayton's Division of Water Supply and Treatment facilities located at 3210 Chuck Wagner Lane, Dayton, Ohio 45414. Interested Parties are encouraged to attend. Interested Parties are encouraged to attend. Non-attendance shall not constitute grounds for non-compliance with any/all Specifications. This site visit will be at a secured area. Therefore, visitors will be required to present picture identification, i.e., driver's license, to be admitted into the site. Each bidder should limit representation at this site visit to no more than two (2) attendees.

II. SCOPE OF WORK

Work will be set up and coordinated by designated City of Dayton electrical representatives. **Regular maintenance testing is not included in the scope of work for this project.** The time and place of this work will depend on the need. Services could be needed due to any number of reasons, including wear, natural disaster, accidents, breakdowns, defects, or other failures which affect electrical equipment and its operation.

Troubleshooting, repair, and evaluation would employ the standard tools and equipment used by certified NETA technicians and those companies that employ them.

- A. Report: Upon completion of the repair and troubleshooting work, Contractor shall submit a report.
 - 1. Report shall include a list of any data and analysis.
 - 2. Report shall identify repairs and service performed on the equipment and its conclusions.
 - 3. Report shall include list of all equipment that was used during evaluation procedures. The list shall include make, model number, serial number, date of last calibration, and any other data required by NETA for certification and validation.

III. BIDDER QUALIFICATIONS

- A. Bidder shall employ at least one full-time Electrical Engineer registered as a Professional Engineer with the State of Ohio, experienced in and responsible for all phases of evaluating electrical power systems.
- B. Bidder shall employ technicians/field personnel currently certified by NETA as Technicians/Level Three, or NICET Certified equivalent level. All technicians proposed to be involved in this project shall be fully qualified Journeyman Electricians.

IV. SUBMITTALS

- A. Bidder shall submit with the bid a written statement indicating compliance with Section III, A and B, above.
- B. Bidder shall submit with the bid resumes for all employees proposed to work on the project. Resumes shall include listings of relevant professional registrations, degrees, and experience.
- C. Bidder shall submit with the bid written descriptions of the Bidding firm's history, similar projects within the prior three years, and professional references.
- D. All information submitted will be considered in the bid evaluation. Selection of vendor(s) for Award will be based on both bid price and all information submitted with bid.
- E. The City reserves the right to request additional information to clarify submitted bids, but only if the information submitted is unclear. If required submittal/submittals is/are missing, the bid may be deemed nonresponsive.

V. INSURANCE

The successful Contractor shall not commence work under this Invitation for Bid (IFB) until insurance coverage has been obtained and approved by the City of Dayton, Ohio.

During the term of this Agreement, Contractor shall provide and maintain, at its sole cost and expense, no less than the following amounts or greater when required by Laws and Regulations:

- 1. General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- 2. Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- 3. Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- 4. Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- 5. Worker's Compensation and Employers' Liability Insurance

Comprehensive General Liability Insurance: The successful vendor agrees to deliver to the City of Dayton, Division of Purchasing, within 10 days following the award of this bid, one executed copy of a continuing comprehensive general liability insurance policy with limits of not less than (\$1,000,000.00) one million dollars. The policy shall be issued by a company licensed to do business in the State of Ohio. Policy must be of the standard form of coverage as filed with and approved by the commissioner of Insurance for the State of Ohio or otherwise authorized.

The policy shall name the City, as an additional insured, and shall provide that the policy cannot be cancelled without 30 days written notice to the City of Dayton Purchasing Agent. The vendor shall keep the policy in force through the entire term covered by this IFB.

Worker's Compensation and Employers' Liability Insurance: The successful bidder shall maintain insurance that will protect their company from claims under worker's compensation acts and other employee benefits acts for damages because of bodily injury, including death, to their employees. The successful bidder shall have and maintain workers' compensation insurance during the entire term covered by this IFB.

The Insurance shall be issued by an insurance company authorized to conduct business in the State of Ohio and have an AM Best rating of "A-VII" or better. Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insured, but only to the extent of the policy limits stated herein. All insurance policies required by this article shall be subject to a required hereunder thirty (30) days advance written notice of cancellation or diminution of coverage to the City. Cancellation of insurance will constitute a default, which, if not remedied within the thirty (30) day notification period, shall cause immediate termination by the City.

Contractor also shall carry and maintain during the performance of this agreement, Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City prior to commencement of services by contractor.

VI. FURTHER INFORMATION

Included with Bid and Specifications are the detailed list of locations (Appendix A), equipment list (Appendix B) and a list of answered questions which the bidders must submit.

VII. INFORMATION AND QUESTIONS

All communications/questions concerning this IFB must be submitted in writing. Written responses will be prepared by the City. Changes to this IFB will be made only by written formal correspondence issued by the City. Written questions may be email to Austin.Dickison@daytonohio.gov. Please include this IFB number in the Subject line of emails.

Bidders shall not communicate with anyone from the City of Dayton regarding this IFB except as specifically provided within the documents, from the time of release of the solicitation until an award has been made. Failure to do so may result in disqualification

Deadline for questions: No later than 11:00 A.M. local (Dayton OH) on June 11, 2026. City response to all questions received will be issued no later than close of business on June 16, 2026.

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: www.daytonohio.gov/bid.

End of Specifications



CITY OF DAYTON
ELECTRICAL EQUIPMENT TROUBLESHOOTING AND REPAIR SERVICES (ONLY) PART I OF II
IFB NO. 26039AD
MAY 2026
Appendix A
LOCATIONS LIST FOR ELECTRIC TROUBLESHOOTING AND REPAIR SERVICES

Location	Address	Major Equipment located at site
Miami Well Field	3600 Dayton Park Drive	12.4 kV URD Cable, transformers, 480 V Starters
Miami Kittyhawk Substation	3210 Chuck Wagner Lane	MV Breakers, MV Buckets, Protective relays
Miami Admin Building	3210 Chuck Wagner Lane	480 V Panelboards
Miami Treatment Plant	3210 Chuck Wagner Lane	MV Breakers, MV Switches, 480 V panelboard, 480V MCC
Miami PAC Building	3210 Chuck Wagner Line	MV Breaker and Switch, 480 V Switchgear , LV Breakers,Transformer
Miami River Water building	3600 Dayton Park Drive	Transformer, 480 Volt MCC and Breakers
Ottawa Water Treatment Plant	1044 Ottawa Street	Transformer, 480 Volt MCC and Breakers, 480 V panelboard
Ottawa Lime Kiln	1048 Ottawa Street	Transformer, 480 Volt MCC and Breakers,
Ottawa Pump Station	935 Ottawa Street	MV starters, MV fuses, Protective relays
Ottawa Substation	West of Ottawa Pump Station	MV transformers, MV Breakers , Switch
Anderson Pump Station	208 Anderson Street	480V MCC and Breakers
Beatrice Pump Station	1154 Beatrice Avenue	480V and Breakers
Brantford Pump Station	6975 Brantford Road	Transformer, 480V MCC and Breakers
Burkhardt Pump Stations	776 Burkhardt Avenue	480V MCC and Breakers
DM-1 Pump Station	2000 Carillion Boulevard	480 V MCC and Breakers

DM-2 Pump Station	2510 Wilmington Avenue	480 V MCC and Breakers
Dm-3 Pump Station	1913 Woodman Drive	480V MCC and Breakers
Germantown Pump Station	3101 Germantown St.	480V MCC and Breakers
McCall Pump Station	2847 McCall Street	480V MCC and Breakers
Miami Stripper Building	3210 Chuck Wagner Lane	MV Transformer and Switch, 480 V MCC and Breakers
Miami North Pump Station	3210 Chuck Wagner Lane	MV starters, MV fuses, Protective relays
Miami South Pump Station	3210 Chuck Wagner Lane	MV starters, MV fuses, Protective relays
Westbrook Pump Station	7300 Westbrook Road	480V MCC and Breakers
Mad River Well Field	1215 Harshman Road	480 Volt Starters
Rip Rap Well Field	Rip Rap Road	12.4 kV transformers pole mount, 480 Volt starters
Huffman Dam Well Field	RT 444	12.4 URD, transformers, 480 Volt starters
Reade Pump Station	456 Todd Street	480V MCC and Breakers



CITY OF DAYTON
ELECTRICAL EQUIPMENT TROUBLESHOOTING AND REPAIR SERVICES (ONLY) PART I OF II
IFB NO. 26039AD
MAY 2026
Appendix B
EQUIPMENT LIST FOR ELECTRIC TROUBLESHOOTING AND REPAIR SERVICES

A. MIAMI WATER TREATMENT PLANT

MAIN SUBSTATION

- ITEM #1: SIX (6) CUTLER HAMMER ELECTRIC 5KV 1200A TYPE VCP-W THREE PHASE DRAW-OUT VACUUM CIRCUIT BREAKERS.
- ITEM #2: SIX (6) MULTILIN GENERAL ELECTRIC TYPE 735 THREE PHASE MULTI-FUNCTION OVER CURRENT RELAYS.

480V CHEMICAL SUBSTATION

- ITEM #3: ONE (1) CUTLER HAMMER 480V 1600A TYPE MDN THREE PHASE DRAW-OUT AIR CIRCUIT BREAKER.
- ITEM #4: TWO (2) CUTLER HAMMER 480V 800A TYPE MDN THREE PHASE DRAW-OUT AIR CIRCUIT BREAKERS.
- ITEM #4A: ONE (1) 750 KVA OIL FILLED TRANSFORMER 4160-480/277V.

PPSS SWITCHES

- ITEM #5: ONE (1) S&C ELECTRIC 5KV 1200A THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCH.
- ITEM #6: TWO (2) S&C ELECTRIC 5KV 600A THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCHES.
- ITEM #7: SIX (6) 500MCM THREE CONDUCTOR 5KV MEDIUM VOLTAGE DISTRIBUTION CABLES. OLD PUMP ROOM (MAIN BLDG)
- ITEM #8A ONE (1) ITE SWITCH 5KV 200A THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCH.
- ITEM #8B ONE (1) ITE 500 KVA AIR COOLED TRANSFORMER 4160-480/277V
- ITEM #8C SIX (6) 1/0 AWG THREE CONDUCTOR 5KV MEDIUM VOLTAGE DISTRIBUTION CABLES. (PPSS TO ITE SWITCH).

NORTH PUMP STATION

- ITEM #9: ONE (1) GENERAL ELECTRIC 5KV 1200A TYPE VCP THREE PHASE DRAW-OUT VACUUM CIRCUIT BREAKER.
- ITEM #10: ONE (1) GENERAL ELECTRIC TYPE 350 THREE PHASE FEEDER PROTECTION RELAY.
- ITEM #11: ONE (1) GENERAL ELECTRIC 5KV 600A THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCH.
- ITEM #12: FOUR (4) GENERAL ELECTRIC 5KV 600A TYPE LIMITAMP THREE PHASE DRAW-OUT MOTOR STARTERS.
- ITEM #13: FOUR (4) GENERAL ELECTRIC TYPE SR-469 THREE PHASE MULTI FUNCTION MOTOR MANAGEMENT RELAYS.
- ITEM #14: ONE (1) GENERAL ELECTRIC 150KVA 4160V-480/277V THREE PHASE DRY TYPE DISTRIBUTION TRANSFORMER.
- ITEM #14A: SIX (6) 500MCM THREE CONDUCTOR 5KV MEDIUM VOLTAGE DISTRIBUTION CABLES. (PPSS to NORTH PUMP STATION MAIN)

SOUTH PUMP STATION

- ITEM #15: ONE (1) GENERAL ELECTRIC 5KV 1200A TYPE VCP THREE PHASE DRAW-OUT VACUUM CIRCUIT BREAKER.
- ITEM #16: ONE (1) GENERAL ELECTRIC TYPE SR-735 THREE PHASE MULTI FUNCTION SYSTEM PROTECTION RELAY.
- ITEM #17: ONE (1) GENERAL ELECTRIC 5KV 600A THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCH.
- ITEM #18: SIX (6) GENERAL ELECTRIC 5KV 600A TYPE LIMITAMP THREE PHASE DRAW-OUT MOTOR STARTERS.
- ITEM #19: SIX (6) GENERAL ELECTRIC TYPE SR-469 THREE PHASE MULTI FUNCTION MOTOR MANAGEMENT RELAYS.
- ITEM #20: ONE (1) GENERAL ELECTRIC 150KVA 4160V-480/277V THREE PHASE DRY TYPE DISTRIBUTION TRANSFORMER.
- ITEM #20A: SIX (6) 500MCM THREE CONDUCTOR 5KV MEDIUM VOLTAGE DISTRIBUTION CABLES. (MAIN SUBSTATION to SOUTH PUMP STATION MAIN)

480V PAC SUBSTATION

- ITEM #21: ONE (1) GENERAL ELECTRIC 15KV 600A THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCH.
- ITEM #22: ONE (1) GENERAL ELECTRIC 500KVA 12470V-480/277V THREE PHASE OIL FILLED DISTRIBUTION TRANSFORMER.

ITEM #23: ONE (1) GENERAL ELECTRIC 480V 800A TYPE POWER BREAK THREE PHASE STATIONARY MOUNTED MOLDED CASE CIRCUIT BREAKER.

480V AIR STRIPPING SUBSTATION

ITEM #24: TWO (2) GENERAL ELECTRIC 15KV 600A THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCHES.

ITEM #25: TWO (2) GENERAL ELECTRIC 1000KVA 12470V-480/277V THREE PHASE OIL FILLED DISTRIBUTION TRANSFORMERS.

ITEM #26: THREE (3) GENERAL ELECTRIC 480V 1600A TYPE POWER BREAK THREE PHASE STATIONARY MOUNTED MOLDED CASE CIRCUIT BREAKERS.

ITEM #27: FOUR (4) GENERAL ELECTRIC 480V 800A TYPE POWER BREAK THREE PHASE STATIONARY MOUNTED MOLDED CASE CIRCUIT BREAKERS

B. Ottawa Yards, including Ottawa Pump Station, Ottawa Water Treatment Plant, and Kiln

MAIN SUBSTATION (OUTDOORS)

ITEM #28: TWO (2) GENERAL ELECTRIC 15KV 1200A TYPE VB1 THREE PHASE DRAW-OUT VACUUM CIRCUIT BREAKERS.

ITEM #29: SIX (6) GENERAL ELECTRIC TYPE IFC 50/51 SINGLE PHASE TIME OVER CURRENT RELAYS.

ITEM #30: TWO (2) GENERAL ELECTRIC TYPE IFC 51N SINGLE PHASE TIME OVER CURRENT RELAYS.

ITEM #31: TWO (2) GENERAL ELECTRIC 7500KVA 12470V-4160/2400V THREE PHASE OIL FILLED DISTRIBUTION TRANSFORMERS.

PUMP BUILDING SUBSTATION

ITEM #32: THREE (3) GENERAL ELECTRIC 5KV 2000A TYPE VB1THREE PHASE DRAW-OUT VACUUM CIRCUIT BREAKERS.

ITEM #32A: CABLE1 5KV MEDIUM VOLTAGE DISTRIBUTION CABLES FROM MAIN SUBSTATION TO 1st GENERAL ELECTRIC 5KV 2000A VACUUM CIRCUIT BREAKER

ITEM #32B: CABLE2 5KV MEDIUM VOLTAGE DISTRIBUTION CABLES FROM MAIN SUBSTATION TO 2nd GENERAL ELECTRIC 5KV 2000A VACUUM CIRCUIT BREAKER

ITEM #32C: CABLE3 5KV MEDIUM VOLTAGE DISTRIBUTION CABLES FROM PUMP BUILDING SWITCH TO MAIN SUBSTATION STEPUP TRANSFORMER INPUT

ITEM #32D: CABLE4 12 KV MEDIUM VOLTAGE DISTRIBUTION CABLES FROM MAIN SUBSTATION STEPUP TRANSFORMER OUTPUT TO 480V ADMINISTRATION SUBSTATION

ITEM #33: SIX (6) GENERAL ELECTRIC TYPE IFC 50/51 SINGLE PHASE TIME OVER CURRENT RELAYS.

- ITEM #34: TWO (2) GENERAL ELECTRIC TYPE IFC 51G SINGLE PHASE TIME OVER CURRENT RELAYS.
- ITEM #35: SIX (6) GENERAL ELECTRIC TYPE STD 87T SINGLE PHASE TRANSFORMER DIFFERENTIAL RELAYS.
- ITEM #36: TWO (2) GENERAL ELECTRIC TYPE IAV 47 THREE PHASE REVERSE PHASE / PHASE SEQUENCE RELAYS.
- ITEM #37: TWO (2) GENERAL ELECTRIC TYPE NRV 60 THREE PHASE VOLTAGE BALANCE RELAYS.
- ITEM #38: TWO (2) GENERAL ELECTRIC 5KV 600A THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCHES.
- ITEM #39: TEN (10) GENERAL ELECTRIC 5KV 600A TYPE LIMITAMP THREE PHASE DRAW-OUT MOTOR STARTERS.
- ITEM #40: TEN (10) GENERAL ELECTRIC TYPE SR-469 THREE PHASE MULTI FUNCTION MOTOR MANAGEMENT RELAYS.

480V PUMP BUILDING SUBSTATION

- ITEM #41: ONE (1) GENERAL ELECTRIC 500KVA 4160V-240V THREE PHASE DRY TYPE DISTRIBUTION TRANSFORMER.
- ITEM #42: ONE (1) GENERAL ELECTRIC 480V 1600A TYPE POWER BREAK THREE PHASE STATIONARY MOUNTED MOLDED CASE CIRCUIT BREAKER.

FEED TO ADMINISTRATION / LIME PLANT

- ITEM #43: ONE (1) S&C ELECTRIC 5KV 1200A TYPE PMH-5 THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCH.
- ITEM #44: ONE (1) GENERAL ELECTRIC 2500KVA 12000V-4160V THREE PHASE OIL FILLED DISTRIBUTION TRANSFORMER.

480V ADMINISTRATION SUBSTATION

- ITEM #45: FOUR (4) SQUARE D ELECTRIC 5KV 600A TYPE HVL THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCHES.
- ITEM #46: ONE (1) SQUARE D ELECTRIC 1500KVA 12470V-480/277V THREE PHASE OIL FILLED DISTRIBUTION TRANSFORMER.
- ITEM #46A: SQUARE D BUSBAR CONNECTIONS FROM OUTDOOR FEED TO INDOOR 3200A MAIN BREAKER
- ITEM #47: ONE (1) SQUARE D ELECTRIC 480V 3200A TYPE DSII-632 THREE PHASE DRAW-OUT AIR CIRCUIT BREAKER (510 LSIG).
- ITEM #48: FOUR (4) SQUARE D ELECTRIC 480V 800A TYPE DSII-508 THREE PHASE DRAW-OUT AIR CIRCUIT BREAKERS (510 LSIG).

ITEM #48A: TWO (2) SQUARE D ELECTRIC 480V 800A TYPE DSII-508 THREE PHASE DRAW-OUT AIR CIRCUIT BREAKERS (510 LSIG).

480V LIME FACILITY SUBSTATION

ITEM #49: ONE (1) SQUARE D ELECTRIC 5KV 600A TYPE HVL THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCH.

ITEM #50: ONE (1) SQUARE D ELECTRIC 1500KVA 12470V-480/277V THREE PHASE SILICONE FILLED DISTRIBUTION TRANSFORMER.

ITEM #51: ONE (1) SQUARE D ELECTRIC 480V 3200A TYPE DSII-632 THREE PHASE DRAW-OUT AIR CIRCUIT BREAKER (510 LSIG).

ITEM #52: TEN (10) SQUARE D ELECTRIC 480V 800A TYPE DSII-508 THREE PHASE DRAW-OUT AIR CIRCUIT BREAKERS (510 LSIG).

ITEM #52A: CABLE5 12 KV MEDIUM VOLTAGE DISTRIBUTION CABLES FROM 480V ADMINISTRATION SUBSTATION 12KV LIME SWITCH TO LIME FACILITY SUBSTATION 12 KV SWITCH

C. MAD RIVER WELL FIELD

HUFFMAN DAM AIR STRIPPERS

ITEM #53: ONE (1) COOPER ELECTRIC 15KV 1200A 4 WAY THREE PHASE GANG-OPERATED METAL ENCLOSED OIL SWITCH.

ITEM #54: ONE (1) COOPER ELECTRIC 225KVA 12470V-480/277V THREE-PHASE OIL FILLED DISTRIBUTION TRANSFORMER.

ITEM #55: ONE (1) COOPER ELECTRIC 150KVA 12470V-480/277V THREE-PHASE OIL FILLED DISTRIBUTION TRANSFORMER.

HUFFMAN DAM

ITEM #56: TWO (2) COOPER ELECTRIC 15KV 1200A 2 WAY THREE PHASE GANG-OPERATED METAL ENCLOSED OIL SWITCHES.

ITEM #57: FOUR (4) COOPER ELECTRIC 100KVA 12470V-480/277V THREE-PHASE OIL FILLED DISTRIBUTION TRANSFORMERS.

EASTWOOD PARK

ITEM #58: TWO (2) COOPER ELECTRIC 15KV 1200A 2 WAY THREE PHASE GANG-OPERATED METAL ENCLOSED OIL SWITCHES.

ITEM #59: FOUR (4) COOPER ELECTRIC 150KVA 12470V-480/277V THREE-PHASE OIL FILLED DISTRIBUTION TRANSFORMERS.

D. MIAMI WELL FIELD

ITEM #60: THREE (3) COOPER ELECTRIC 15KV 1200A 2 WAY THREE PHASE GANG-OPERATED METAL ENCLOSED OIL SWITCHES.

- ITEM #61: ONE (1) COOPER ELECTRIC 15KV 1200A 4 WAY THREE PHASE GANG-OPERATED METAL ENCLOSED OIL SWITCH.
- ITEM #62: ONE (1) S&C ELECTRIC 15KV 1200A 6 WAY THREE PHASE GANG-OPERATED METAL ENCLOSED AIR SWITCH.
- ITEM #63: TWENTY THREE (23) COOPER / RTE ELECTRIC 150KVA 12470V-480/277V THREE-PHASE OIL FILLED DISTRIBUTION TRANSFORMERS.

E. DM-1 Booster Station

- ITEM #64: TWO (2) SQUARE D 2000AMP 480V THREE-PHASE CIRCUIT BREAKER.
- ITEM #65: THREE (3) SQUARE D 500AMP 480V THREE-PHASE CIRCUIT BREAKER.
- ITEM #66: TWO (2) SQUARE D 250AMP 480V THREE-PHASE CIRCUIT BREAKER
- ITEM #67: FOUR (4) SQUARE D 50AMP 480V THREE-PHASE CIRCUIT BREAKER
- ITEM #68: ONE(1) 30KVA 480/208/120 V THREE PHASE TRANSFORMER
- ITEM #69: ONE (1) EATON / C-H 20 AMP 480V THREE-PHASE CIRCUIT BREAKER

F. DM-2 Booster Station

- ITEM #70: ONE (1) SQUARE D 1200AMP 480V THREE-PHASE CIRCUIT BREAKER.
- ITEM #71: TWO (2) SQUARE D 600AMP 480V THREE-PHASE CIRCUIT BREAKER.
- ITEM #72: ONE (1) SQUARE D 300 AMP 480V THREE-PHASE CIRCUIT BREAKER
- ITEM #73: ONE (1) SQUARE D 480V SIZE 6 STARTER
- ITEM #74: ONE(1) 30KVA 480/208/120 V THREE PHASE TRANSFORMER
- ITEM #75: FOUR (4) SQUARE D 60 AMP 480V THREE-PHASE CIRCUIT BREAKER
- ITEM #76: ONE (1) SQUARE D 800 AMP 480V THREE-PHASE CIRCUIT BREAKERS
- ITEM #77: ONE (1) SQUARE D 200 AMP 480V THREE PHASE CIRCUIT BREAKER

G. DM-3 Booster Station

- ITEM #78: ONE (1) SQUARE D 350 AMP 480V THREE-PHASE CIRCUIT BREAKER.
- ITEM #79: FOUR (4) SQUARE D 100 AMP 480V THREE-PHASE CIRCUIT BREAKER.
- ITEM #80: ONE (1) SQUARE D 400AMP 480V THREE-PHASE CIRCUIT BREAKER
- ITEM #81: FOUR (4) SQUARE D SIZE 3 STARTERS
- ITEM #82: ONE (1) 15 KVA 480/208/120 V THREE PHASE TRANSFORMER
- ITEM #83 FOUR (4) SQUARE D SMALLER 480V THREE-PHASE CIRCUIT BREAKERS IN THE 50 TO 20 AMP RANGE

H. Rip Rap Well Field

- ITEM #84 FOUR (4) 150KVA 12470V-480/277V POLE MOUNTED THREE-PHASE OIL FILLED DISTRIBUTION
- ITEM #85 FOUR (4) 225KVA 12470V-480/277V POLE MOUNTED THREE-PHASE OIL FILLED DISTRIBUTION TRANSFORMERS

BID TO THE CITY OF DAYTON, OHIO
DIVISION OF PROCUREMENT
E-MAIL TO: bids@daytonohio.gov

Date: _____

I.F.B. No. 26039AD

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

Electrical Equipment Troubleshooting and Repair Services (Only) Part I of II

SUSTAINABLE PROCUREMENT POLICY

The City of Dayton acknowledges its responsibility to reduce harm to human health and the environment while fostering a vibrant community and economy. To help achieve these goals, the City has adopted an optional sustainable procurement policy. *The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote and encourage the City's commitment to the environment and human health.*

The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City may request, though optional to the vendor, that vendors voluntarily share environmental information related to the bid such as annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant data. This would help the City better understand the environmental impacts of its procurement decisions.

The City will do this within its financial ability and affordability.

Our company offers sustainable products and pricing within this submitted proposal:

☐ YES

☐ NO

Our company offers comparable sustainable products not submitted in this proposal:

☐ YES

☐ NO

If YES, please consider submitting documentation and/or certifications to verify the products environmental and economic impacts with your proposal.

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. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **CONTRACTOR:** Contractor acknowledges its employees are not public employees for purpose for Ohio Public Employees Retirement System ("OPERS") membership.
27. **VENUE:** Vendor agrees that all suits or special proceedings pertaining to or arising from this Purchase Order shall be brought exclusively in a court of competent jurisdiction located in Montgomery County, Ohio. Vendor hereby consents and submits to the exclusive jurisdiction of such court. Vendor agrees that no legal action, suit or proceeding with respect to this Purchase Order may be brought in any other forum.
28. **VENDOR WARRANTS AND GUARANTEES THAT:** (a) all services provided shall be performed in a timely, efficient, and professional manner; (b) all personnel assigned to perform services shall have the necessary skill and training; and (c) services shall be performed in a manner consistent with the standard of care in the industry. The Vendor shall fully warrant and guarantee the effectiveness, fitness for purpose intended, quality and merchantability of any services or work performed. This shall be in addition to any other warranty, guarantee, or remedy provided by law or otherwise.
29. **TERMINATION:** The City may, at any time, upon twenty days written notice to the contractor, terminate this purchase order in whole or in part for the City's convenience and without cause. The contractor shall not be entitled to any profit or overhead for the materials, equipment or services not performed.

T&C Revision Date: 20 November 2024

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:

[Affirmative Action Assurance | Dayton Human Relations Council](#)

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 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 and #31841-20

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

City Commission approval of this ordinance shall expire December 31, 2030.

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

By informal resolution 31876-21, 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 31876-21.

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.
- H. Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

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.: _____

Email: _____

DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, “affiliated” means directly or indirectly controlling, controlled by, or under common control, with “control” meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES _____ NO _____

If your response is “YES” please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES _____ NO _____

(2) Been the subject of:

- (i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
- (ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES _____ NO _____

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES _____ NO _____

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES _____ NO _____

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES _____ NO _____

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

- (i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
- (ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES _____ NO _____

(5) Committed a violation(s) for wage theft or payroll fraud that caused a firm to be added to the debarment list of any level of government:

Wage Theft:

- (i) Violation of State Prompt Pay Statute (ORC 4113.61)
- (ii) Violation of Ohio Minimum Fair Wage Standards Act (ORC Chapter 4111) & Ohio Constitution, Article II, §34a)
- (iii) Violation of State Minors' Wage & Hours Laws (ORC Chapter 4109)
- (iv) Violation of State Prevailing Wage Laws (ORC Chapter 4115)
- (v) Violation of Sale of Merchandise or Required Purchase Prohibition (ORC 4113.17 & 4113.18)
- (vi) Retaliation for Reporting Violations Believed to be Criminal Offense (ORC 4113.52)
- (vii) Failure to Timely Pay Subcontractor or Materialmen (ORC 4113.61)
- (viii) Violation of Federal Prevailing Wage Laws (Davis Bacon and Related Acts)
- (ix) Violation of City Living Wage Ordinance
- (x) Other

Payroll Fraud:

- (i) Tax Evasion or Tax Fraud
- (ii) Misclassification of Employees
- (iii) Unreported or Underreported Payment of Wages
- (iv) Cash Payment without Record of Reporting or Withholding
- (v) Other

RESPONSE: YES _____ NO _____

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.