

SPECIFICATIONS

ROCK SALT Part I of II

Bid No. 26-010SWOP4G

SOUTHWEST OHIO PURCHASERS FOR GOVERNMENT

Company Name: _____

Contact Person: _____

Address: _____

City, State, & Zip: _____

Phone No: _____

*****Bid Opening time/Date: 10:00 A.M. local (Dayton OH) time on
July 2, 2026*****

LEGAL NOTICE NO. 26-010SWOP4G

Electronic bids will be received by the City of Dayton (“City”), on behalf of participating entities of Southwest Ohio Purchasers for Government (“SWOP4G”). Bids must be received by the Division of Procurement no later than 10:00 A.M. local Dayton, Ohio time on July 2, 2026, via email only to bids@daytonohio.gov with the subject line: “Bid No. 26-010SWOP4G Rock Salt.”

All bids shall be submitted in PDF format. Paper, telephone, or faxed submissions will not be accepted.

The City’s email system has a maximum incoming message capacity of twenty (20) megabytes, including attachments. If a bid exceeds this limit, the bidder shall submit the bid in multiple emails. If submitted in multiple parts, the subject line shall clearly identify the Bid Number and applicable part number (e.g., “Bid No. 26-010SWOP4G Part 1,” “Part 2,” etc.).

Bids must be received by the Division of Procurement prior to the stated deadline. Transmission time or delayed email delivery shall not excuse late submissions.

Bids will be publicly opened via Zoom as described below. Bid results will be posted on the SWOP4G website following the public opening.

BID OPENING

Topic: SWOP4G BID NO. 26-010SWOP4G

Time: Jul 2, 2026 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/71657061840?pwd=rsDZRN1xBCR1phbYjptPcjK9EYHvQ9.1>

Meeting ID: 716 5706 1840

Passcode: 9SSb9V

BID DOCUMENTS AND CONTACT INFORMATION

Detailed specifications, bid forms, and instructions are available on the following websites:

<https://www.daytonohio.gov/bids.aspx>

<https://swop4g.org/>

Additional information regarding this solicitation may be obtained from:

Zachary Lee

Buyer

City of Dayton, Ohio

Department of Finance

Division of Procurement

101 W. Third Street

Dayton, Ohio 45402

Phone: 937-333-4003

Email: zachary.lee@daytonohio.gov

BID GUARANTY AND PERFORMANCE BOND REQUIREMENTS

Each bid shall be accompanied by either:

- A certified check drawn on a solvent bank and payable to the City of Dayton; or
- A bid bond issued by a surety company authorized to conduct business in the State of Ohio.

The amount of the bid guaranty shall not be less than five percent (5%) of the total estimated annual value of the vendor's submitted bid. Participating Entities may, at their discretion, require the successful bidder to furnish a one hundred percent (100%) performance bond based upon the awarded tonnage for that Entity. If required, the performance bond shall be furnished within ten (10) calendar days following written notice of award. Failure to execute required purchase orders, agreements, or other required award documents, or failure to furnish required bonding, may result in forfeiture of the bid guaranty.

INFORMATION FOR BIDDERS

The City's Division of Procurement has agreed to advertise and solicit bids on behalf of participating SWOP4G entities to obtain competitive pricing and a reliable supply of rock salt. Bidders should carefully review all solicitation documents, specifications, pricing schedules, and contract requirements prior to submitting a bid.

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

The quantities identified in this solicitation are estimates only and are provided solely for bid evaluation and planning purposes. Actual quantities purchased may vary based on the needs of participating entities. No minimum purchase quantity is guaranteed.

Each participating entity will issue its own purchase order, letter of intent or other authorization and shall be responsible for its own ordering and payment obligations under any resulting contract.

All bids must comply with the requirements of this solicitation. Bids containing unsolicited conditions, unauthorized alternates, or material deviations may be deemed non-responsive and rejected. The City and participating entities reserve the right to reject any and all bids and to waive minor informalities when deemed to be in their best interest.

Failure of the Vendor to comply with the specifications or terms of any resulting agreement may result in cancellation of all or part of the award, procurement from alternate sources, and recovery of any excess costs incurred by participating entities.

Questions regarding this solicitation must be submitted in writing to Zachary Lee at zachary.lee@daytonohio.gov no later than 3:00 PM on June 16, 2026. Responses to questions will be posted by the close of business on June 23, 2026.

NON-DISCRIMINATION

The City does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation, or gender identity in employment, contracting, or the provision of services. The Vendor shall comply with all applicable federal, state, and local non-discrimination laws and regulations. The Vendor shall ensure that all subcontractors performing work under this contract comply with the requirements of this section.

GENERAL CONDITIONS

1. Unless otherwise specified, each participating entity reserves the right to accept any part or parts of this bid. In the event of a discrepancy between a unit price and an extended price, the unit price shall govern.
2. Title to and risk of loss for all materials shall remain with the Vendor until the materials have been delivered in a complete and conforming condition to the location specified by the participating entity and accepted by the participating entity. All shipments shall be F.O.B. destination unless otherwise specified. A packing slip shall accompany each shipment. If delivery is made to a consignee or agent of a participating Entity, a copy of the packing slip shall be provided concurrently to the participating entity.

Scale tickets and weight documentation requirements shall be governed by the Technical Specifications section of this bid. If required shipment documentation is not provided, the participating entity may rely on its own records, certified scale tickets, receiving records, or other available documentation for verification purposes.

3. In the event of default by the Vendor, the participating entities may procure the required goods from alternative sources and hold the Vendor responsible for any excess costs reasonably incurred as a result of such default.
4. All prices shall be submitted in the units of measure specified in this solicitation.
5. References in the specifications to a trade name, manufacture's catalog, or model number are for descriptive purposes only and establish the minimum standard of quality and performance required. Any proposed substitution or deviation must be clearly identified in the bid and approved by the participating entity. All materials furnished shall meet or exceed the requirements of the Technical Specifications.
6. The Vendor shall defend, indemnify, and hold harmless the City and participating entities from and against any claims, damages, losses, liabilities, and expenses, including reasonable attorney fees, arising from:
 - (a) any actual or alleged infringement or alleged infringement of a patent, copyright, trademark, or other intellectual property right related to materials furnished under the contract; and
 - (b) the negligent acts or omissions of the Vendor, its employees, agents, or subcontractors in the performance of this contract.
7. Samples requested during the evaluation process, shall be provided at no cost to the City or participating entities. Samples may be retained, consumed, or destroyed during evaluation. Any sample not destroyed may be returned upon written request at the Bidder's expense.

**SOUTHWEST OHIO PURCHASERS FOR GOVERNMENT (SWOP4G)
ROCK SALT
GENERAL SPECIFICATIONS**

1.0 PURPOSE AND TERM OF AGREEMENT

The purpose of this solicitation is to establish firm based pricing for the purchase and delivery of rock salt (sodium chloride) for participating entities.

The initial contract term shall commence August 1, 2026, through July 31, 2027. Materials shall be furnished on an as-needed basis throughout the contract term in accordance with the requirements of this solicitation.

The contract may be renewed for one (1) additional twelve (12) month term through July 31, 2028, upon the mutual written agreement of the participating entities and the vendor. Renewal is not automatic. If renewal is being considered, the City of Dayton or designated lead entity will issue renewal documentation approximately thirty (30) days prior to the expiration of the current contract term.

Prices shall remain firm throughout the contract term.

2.0 DELIVERY

The Vendor shall furnish and deliver rock salt on an as-needed basis to participating entities at the delivery locations identified in the Delivery and Invoicing Address Schedule. This is a requirements-type contract; quantities are estimates only, and no minimum purchase quantities are guaranteed.

Each participating entity shall issue its own purchase order, blanket purchase order, contract, letter of intent, or other authorization document for its estimated requirements.

Unless otherwise approved by the participating entities, deliveries shall be made between 7:00 a.m. and 3:00 p.m., Monday through Friday. Delivery and invoicing addresses may be updated upon written notice.

The Vendor and participating entities shall coordinate deliveries through their designated points of contact. Upon receipt of an order, the Vendor shall provide an order confirmation and estimated delivery date.

Confirmed order shall establish delivery priority except during emergency, shortage or force majeure conditions as provided elsewhere in this solicitation. During such conditions, delivery priorities may be adjusted based on operational needs, inventory levels, weather conditions, transportation limitations, or supply constraints. The Vendor shall provide reasonable notice of any anticipated delays or delivery adjustments when practicable.

Invoices shall be submitted directly to the participating entity receiving shipment.

3.0 STOCKPILE REQUIREMENTS

The vendor shall maintain sufficient supply availability and logistical capability to support anticipated seasonal demand throughout the contract term.

Upon request, the vendor shall provide:

- Stockpile locations
- Approximate inventory capacity
- And delivery contact information

The City and participating entities reserve the right to inspect any stockpile or storage location during the contract term for purposes of verifying supply capability and contract compliance.

4.0 WEIGHT SCALE REQUIREMENTS

All scales used for weigh-in and weigh-out procedures shall maintain current certification from the applicable state or local weights and measures authority.

All scales used by the Vendor at its facilities or stockpile locations shall maintain a valid device permit in accordance with Ohio Revised Code Section 1327.501, as amended. Any person or entity servicing, calibrating, or certifying such scales shall be properly registered in accordance with Ohio Revised Code Section 1327.502 and all applicable Ohio Department of Agriculture weights and measures requirements.

Scale certifications, permits, and weight determinations shall be subject to verification by participating entities and may be used in determining contract compliance, invoicing accuracy, and payment quantities.

5.0 WEIGH (SCALE) TICKETS

All deliveries shall include a certified, electronically generated scale ticket provided at the time of delivery. Scale tickets must be electronically generated and physically printed. Handwritten tickets will not be accepted.

Each scale ticket shall include, at a minimum:

1. Name of the trucking or hauling company;
2. Delivery date;
3. Delivery location;
4. Purchase order, release, confirmation, or order number;
5. Name, signature, or approved electronic verification of the individual responsible for weighing;
and
6. Gross, tare, and net weights.

Scale tickets shall serve as the primary record of delivered quantities and may be used by participating entities to verify invoicing, payment processing, and contract compliance.

6.0 DELIVERY TICKET VERIFICATION

Upon arrival, drivers shall report to the location designated by the participating entity and unload materials only at approved delivery locations.

A representative of the participating entity shall verify delivery at the time of unloading through signature on the delivery ticket or through approved electronic verification methods. Delivery tickets

shall not be validated after the driver has departed the premises, except where alternative verification methods have been authorized by the participating entity.

Failure to obtain the required delivery verification may result in delayed payment, disputed quantities, or rejection of the delivery record until the delivery can be satisfactorily confirmed.

At the discretion of the participating entity, alternative verification methods, including electronic confirmation, photographs, video documentation, or other mutually acceptable records, may be used for operational, safety, or logistical purposes.

Verified delivery documentation shall serve as supporting documentation for invoice review and payment processing under this contract.

7.0 INVOICING

Invoices shall be submitted directly to the participating entity receiving the shipment following delivery and acceptance of materials. Each invoice shall include all supporting documentation required under this contract, including scale tickets and any other documentation reasonably necessary to verify delivered quantities.

Invoice addresses are identified in "Pricing Spreadsheet Part No. II of II" and may be updated by the participating entity upon written notice to the Vendor. Each participating entity shall be responsible for providing timely notice of any invoice address changes.

8.0 REPORTING

Upon request, the Vendor shall provide reports summarizing orders, deliveries, and remaining estimated quantities for participating entities.

The format, content, and frequency of reports shall be mutually agreed upon between the vendor and the participating entity requesting the report.

All reports shall be based upon records maintained in the ordinary course of contract performance, including purchase orders, delivery documentation, and scale tickets.

9.0 DELIVERY DELAYS

The Vendor shall promptly notify the participating entity of any anticipated delay in delivery and shall provide an estimated delivery date.

The Vendor shall make deliveries within the timeframe specified by the participating entity or otherwise agreed upon by both parties. Repeated failure to make timely deliveries may constitute default and may result in cancellation of all or part of the contract, procurement from alternate sources, and recovery of any excess costs incurred by the participating entity.

The Vendor shall not be responsible for delays by force majeure, severe weather, transportation disruptions, labor disputes, governmental actions, or other causes beyond the vendor's reasonable control, provided the vendor promptly notifies the participating entity of any anticipated delivery delays.

10.0 SUPPLY ALLOCATION AND SHORTAGE

In the event of regional or national shortages of rock salt, supply chain disruptions, or unusually severe winter conditions resulting in limited product availability, the Vendor may allocate available supply among its customers. Any such allocation shall be conducted in a fair, reasonable, and nondiscriminatory manner.

The Vendor shall make reasonable efforts to fulfill confirmed orders issued by participating entities and shall promptly notify affected participating entities of any anticipated supply limitations, delivery delays, or allocation measures.

The Vendor and participating entities shall cooperate in good faith to adjust delivery scheduled and quantities as necessary to support continuity of essential public services.

Nothing in this section shall relieve the Vendor of its obligation to perform under this contract to the extent commercially reasonable supplies are available. Documented shortage conditions shall be considered when evaluating contract performance and delivery obligations.

11.0 BIDDER QUALIFICATIONS

The Bidder shall include with its bid a statement identifying the length of time it has been engaged in the business of supplying highway rock salt to public agencies or governmental entities.

The City and participating entities reserve the right to request references or additional information to evaluate the Bidder's experience, responsibility, and ability to perform under the contract.

Upon request, the Bidder shall provide a list of public agencies or governmental customers to which it has delivered at least one thousand (1,000) tons of highway rock salt.

12.0 REQUIREMENTS AND DATA

If the Bidder proposes to furnish imported or non-domestic rock salt, the Bidder shall identify the source location in its bid. The City and participating entities may consider source location, transportation logistics, replenishment capability, supply reliability, and overall availability when evaluating bidder responsibility and ability to perform the contract.

All salt furnished under this contract shall comply with the specifications regardless of source.

Bids shall be submitted for delivery to individual participating entities as identified in the pricing schedule. Bids based solely upon aggregate or combined organizational tonnage will not be accepted.

13.0 AWARDING CRITERIA

In evaluating bids, participating entities may consider factors including, but not limited to:

1. Total delivered price;
2. Compliance with the specifications and bid requirements;
3. Delivery capability and responsiveness;
4. Vendor experience and past performance;
5. Salt availability, stockpile capacity, replenishment capability, and logistical support; and
6. Source location and overall supply chain reliability.

The City and participating entities reserve the right to request additional information reasonably necessary to evaluate bidder responsibility and ability to perform the contract requirements.

14.0 AWARD

Awards may be made by individual entities based upon the lowest responsive and responsible bid determined to be in the best interest of the participating entity and consistent with the requirements of this solicitation.

Each participating entity may issue its own purchase order, contract, blanket purchase order, or other authorization document for its estimated requirements.

15.0 DEFAULT STATUS

A participating entity that has declared a Vendor in default under the terms of its purchase order, contract, or other authorized document shall not be required to place additional orders with that Vendor until the default condition has been cured to the satisfaction of the participating entity.

During the period of default, the participating entity may obtain materials from alternate sources and exercise any other remedies available under the contract or applicable law.

16.0 ADDITIONAL PARTICIPATION

Additional SWOP4G member entities may be authorized to participate in this contract during the contract term in accordance with the SWOP4G cooperative purchasing requirements.

Participation by an additional entity shall require written authorization from SWOP4G Board. Upon receipt of such authorization, the Vendor shall extend the applicable pricing terms, and conditions of this contract to the authorized participating entity.

The Vendor shall not be required to provide additional approval or execute separate agreements for the inclusion of authorized SWOP4G member entities under this contract.

**17.0 AFLCMC/PZIO, Wright Patterson AFB, Ohio (Entity No. 82)

Wright-Patterson AFB (WPAFB) is not subject to any SWOP4G bylaws, specifications, rules, regulations or state law associated with the procurement salt. Wright-Patterson AFB (WPAFB) is submitting its proposed salt needs for informational purposes only and is not obligated to purchase any salt. Should WPAFB determine that it intends to purchase salt, it may do so with no obligation to use the bid pricing submitted to the SWOP4G. Any purchase made by WPAFB is governed exclusive by Federal laws and regulations to include, but not limited to, the Federal Acquisition Regulation and its supplements.

WPAFB's purchase of salt is subject to the provisions of the Anti-Deficiency Act, 31 U.S.C. 1341. WPAFB's inclusion of its salt needs shall not be interpreted to require WPAFB to commit, obligate, appropriate or spend funds or support in violation of the Anti-Deficiency Act and other applicable laws respecting federal funding. WPAFB's participation with the SWOP4G is

strictly subject to budget limitations and availability of funds.

Invoicing for WPAFB purchases shall be accomplished through the Wide Area Work Flow system as prescribed in R-DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013).

All WPAFB deliveries shall be made by regular dump trucks.

TECHNICAL SPECIFICATIONS SODIUM CHLORIDE (ROCK SALT)

A. GENERAL REQUIREMENTS

All trucks and stockpiles (excluding mine locations) shall be adequately covered to ensure that sodium chloride is delivered in a free-flowing and usable condition.

All Sodium Chloride (Rock Salt) supplied under this contract shall conform to ASTM D632, Type I, Grade 1, subject to the additional requirements contained herein.

Only mined rock salt shall be accepted. Solar salt or evaporated sodium chloride (“vacuum” or “top-mined”) shall not be accepted.

B. FOREIGN MATERIAL

Rock salt shall be free of foreign matter, including but not limited to debris, dirt, coal, metal, or other contaminants.

Loads containing foreign material may be rejected at the time of delivery or accepted with up to a twenty percent (20%) invoice deduction, supported by photographic evidence.

C. MOISTURE CONTENT

Delivered rock salt shall not exceed 2.0% or less moisture content upon delivery.

Material exceeding this limit may be rejected at the point of delivery or may be subject to material deficiency deductions as outlined in Section B Foreign Material.

Visible signs of excess moisture in delivery vehicles may also result in rejection at the discretion of the receiving participating entity.

D. GRADATION REQUIREMENTS

Rock salt shall meet the following gradation requirements at the time of delivery:

- 19.0 mm (3/4 in) sieve: ...
- 12.5mm (1/2 in) sieve: 100%
- 9.5 mm (3/8 in.) sieve: 95 to 100%
- 4.75 mm (No. 4) sieve: 20% to 90
- 2.36 mm (No. 8) sieve: 10 to 60%
- 600 µm (No. 30) sieve: 0 to 15%

Failure to meet gradation requirements may result in rejection at the time of delivery or material deficiency deductions under Section B Foreign Material.

E. CHLORIDE CONTENT

Chemical Composition: Total chlorides (NaCl, CaCl₂, and MgCl₂, expressed as NaCl on a dry-weight basis) shall not be less than ninety-five percent (95%) total chloride content upon delivery to the receiving agency.

Material not meeting chloride content requirements may be subject to rejection or deficiency deductions under Section B Foreign Material.

F. ANTI-CAKING REQUIREMENTS

All rock salt shall be treated with sufficient anti-caking agents to ensure a free-flowing condition under normal storage conditions.

If clumping is observed, the receiving participating entity may attempt to break down the material. If the material cannot be restored to a usable condition, the load may be subject to up to a ten percent (10%) penalty invoice deduction, supported by photographic evidence.

G. MATERIAL SAFETY DATA SHEET (MSDS) REQUIREMENT

Bidders shall submit msds (OSHA Form #20 or equivalent), or equivalent documentation, for each mine location supplying material under this contract.

H. REJECTED MATERIAL

Any rejected load shall not be redirected or delivered to any other participating entity under this contract.

Rejected material shall remain the responsibility of the Vendor for removal and proper disposition at no cost to the receiving participating entity.

I. TESTING, INSPECTION, AND COMPLIANCE

The City and participating entities reserve the right to sample and test delivered materials at any time for compliance with contract specifications.

Testing may include, but shall not be limited to, moisture content, gradation, and chloride analysis.

Samples may be tested by participating entity personnel or by third-party testing facilities selected by the participating entity.

The City and participating entities also reserve the right to spot-check truck and/or trailer loads at the point of delivery for weight confirmation relative to the weight slip or invoice, including tare weight where deemed advisable. Upon direction by authorized personnel, the truck shall proceed to the nearest independent scale for such weight determination.

J. SAMPLES PRIOR TO AWARD

The participating entity reserves the right to require pre-award samples from any bidder to verify compliance with specifications.

Upon request, the bidder shall provide:

- A minimum five (5) gallon sample per mine location; and
- Delivery of samples within seven (7) calendar days.

Failure to provide requested samples may result in a determination that the bid is non-responsive.
Failure of samples to meet specifications may result in disqualification from award.
This is the responsibility of the City and participating entities.

Bidders shall list below the location of all mines from which rock salt will be taken to fulfill this contract:

Bidder shall also list below the working capacity of each stockpile to be used:

**BID NO. 26-010SWOP4G FORM
VENDOR INFORMATION**

Company Name: _____

Address: _____

City State & Zip Code: _____

Telephone No. _____ Fax No. _____

Contact Person for Bid: Name: _____ Phone No.: _____

Email Address: _____

Contact Person for Orders: Name: _____ Phone No.: _____

Email Address: _____

How long the company has been in the business of supplying rock salt to public entities _____ years

Details: _____

Federal Identification Number (or SSN if sole proprietorship): _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business Entity. Please continue completing this exhibit on the next page.

Additional Participation:

Other SWOP4G entities may wish to participate in this bid. Please indicate if this participation will be permitted.

Yes _____ No _____ If "yes", SWOP4G must review and give approval to additional governmental agencies.

How would rock salt pricing be determined for governmental agencies not listed in this bid? _____

Piling Charge per Ton (all locations) for 2026-2027 \$ _____

Piling Charge per Ton (all locations) for 2027-2028 \$ _____

Performance Bond: Cost per \$1,000 \$ _____ / per \$1,000

Terms: _____

Date: _____

ROCK SALT
Bid No. 26-010SWOP4G

Name of Bidding Company: _____

Please provide the company name, address, contact person, telephone number and email address of three (3) references previously serviced by your Company that will be able to speak to your material quality and customer service standards for the materials described in Bid 26-010SWOP4G.

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: _____

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.

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.

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



Type of Tax Filing: (check all that apply)

1. Employee Withholding FEIN # _____
2. Corporate Earnings FEIN # _____
3. Individual Ownership Earnings SSN # _____
4. Partnership Earnings FEIN # _____

Company Name _____ Phone # _____

Mailing Address _____ City _____ St. _____ Zip _____

Local Business Address _____ City _____ St. _____ Zip _____

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits Dayton Wright Brothers Airport Dayton International Airport NONE

Date Business Started in Our Taxing Jurisdiction _____

Your Accounting Period? Calendar Year _____ or Fiscal Year ending on _____

Withholding Information *Quarterly Withholding cannot exceed \$600.00

■ Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction _____

■ Do you submit withholdings QUARTERLY* or MONTHLY? _____

■ Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes No

Do you use Subcontractors? Yes No If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company _____

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature _____ Title _____ Date _____

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

