

CITY OF DAYTON, OHIO

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

CLASS 5 TRUCK WITH UTILITY BODY AND CRANE

For Further Information Contact:

Zachary Lee
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4003

Date: February 26, 2026

Nicole Fox
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL TO bids@daytonohio.gov NO LATER THAN: **10:00 A.M. local (Dayton OH) time on March 20, 2026**

User Agency: Various

Your electronic PDF bid is requested for the following: To set a firm price agreement for a Class 5 Truck with Utility Body and Crane - with firm pricing from March 21, 2026, to February 28, 2027, and one option to renew at the City of Dayton's discretion.

For additional information on this IFB, please contact the Division of Procurement, Zachary Lee at (937) 333-4003.

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

All Vendors must submit a current copy of their W-9 with the Bid. If you have not registered with the City of Dayton, please complete and submit your complete Vendor Application form. Forms must be on file with the City of Dayton before any Purchase Order or contract can be awarded with your company.

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

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 roper 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**

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

DESCRIPTION

Vendors are not required to quote on every line item. Purchase orders may be issued and/or amended throughout the year as required by the various City divisions. Price quoted shall remain firm for the period of March 21, 2026 through February 28, 2027. At the City's discretion, this agreement may be renewed for an additional 12-month period (March 1, 2027 through February 28, 2028) at identical rates, terms, and conditions. Pricing shall apply only to the specific vehicle configuration, trim level, and model year identified in this bid. In the event of a manufacturer model year change or MSRP adjustment during the term of the agreement, pricing may be adjusted only to reflect documented manufacturer changes and must be supported by official OEM documentation. Any requested price increase for renewal shall not exceed two percent (2%) of the original bid, unless otherwise approved in writing by the City. All requests for renewal price increases must be accompanied by supporting documentation that clearly provides a detailed justification. The City reserves the right to accept updated pricing, require confirmation of pricing continuity, or cancel the order without penalty if pricing or specifications materially change. Failure to comply with these terms may result in bid rejection.

**CLASS 5 TRUCK WITH UTILITY BODY AND CRANE
(ORDER BANK OPTION)
(Per Specifications Attached)**

1. **1 Each CLASS 5 TRUCK WITH UTILITY BODY AND CRANE**
More or Less \$_____ /each

Condition: New
Mfr., Make, and Model bid: _____

Model Year/s: _____
Please specify the warranty period and coverage: _____

Delivery Date: _____ days after receipt of order.

Is pricing associated with any Cooperative Purchasing Program? Yes [] No []
IF YES, please provide name and contract number of the Cooperative Purchasing Program. _____

ORDER BANK PRICING TERMS

➤ **Price to remain firm for the period from March 21, 2026 through February 28, 2027?**
Yes [] or No [] If no, for how long? _____.

➤ **Renewal Option**
March 1, 2027 through February 28, 2028?
Yes [] or No [] If not, maximum percentage increase (based on first-year bid pricing): _____ %

DUE 03/20/2026

IFB #26027Z

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

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

DESCRIPTION

**CLASS 5 TRUCK WITH UTILITY BODY AND CRANE
(ON THE LOT – FAST TRACK OPTION)
(Per Specifications Attached)**

2. **7 Each** **CLASS 5 TRUCK WITH UTILITY BODY AND CRANE**
More or Less \$ _____ /each

Condition: New

Mfr., Make, and Model bid: _____

Model Year/s: _____

Please specify the warranty period and coverage: _____

Delivery Date: _____ **days after receipt of order.**

Is pricing associated with any Cooperative Purchasing Program? Yes [] No []

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

ON-THE-LOT PRICING TERMS

➤ **Price to remain firm for the period from March 21, 2026 through February 28, 2027?**
Yes [] or No [] If no, for how long? _____.

➤ **Renewal Option**
March 1, 2027 through February 28, 2028?
Yes [] or No [] If not, maximum percentage increase (based on first-year bid pricing): _____ %

BIDDER SHALL PROVIDE ALL PRODUCT SUMMARY AND SPECIFICATIONS RELATED TO PRODUCT(S) AND MANUFACTURER’S WARRANTY LISTED BELOW WITH YOUR COMPANY’S BID RESPONSE.

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

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

"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. _____

DUE 03/20/2026

IFB #26027Z

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

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. 26027Z Part 1, IFB No. 26027Z Part 2, etc.

BID OPENING

Topic: CITY OF DAYTON OHIO: IFB 26027Z - Class 5 Truck with Utility Body and Crane

Time: Mar 20, 2026 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/79986678940?pwd=pOf6naaqngGtOrk7B5bz6WMWghfr4a.1>

Meeting ID: 799 8667 8940

Passcode: 4pAy8B

City of Dayton
Fleet Management
Specifications for Class 5 Truck with Utility Body and Crane

General Conditions & Instructions to Bidders

This section outlines the requirements, conditions, and procedures for bidding on fleet asset purchases for the City of Dayton. Bidders must carefully review and comply with all provisions to ensure their bid is considered responsive.

Bidding Instructions

Bidders must provide new and unused equipment that meets the City of Dayton's design, construction, and operational requirements as outlined in these specifications. Responses to all specification fields are required to avoid proposal rejection. Failure to respond to any required fields may result in disqualification.

Bidders are responsible for supplying a complete unit with all standard features included in the manufacturer's latest model in current production. All equipment must comply with all applicable Federal, State, and Local regulations, including but not limited to design requirements, noise levels, brakes, lights, and safety standards.

The specifications listed in this document represent minimum requirements. If a manufacturer's standard equipment does not fully comply with these requirements but can be modified to meet specifications, such modifications must be clearly documented and submitted in writing with the bid. Unless otherwise stated, all equipment must be installed by the Original Equipment Manufacturer (OEM).

Non-OEM installations require written approval from the City of Dayton and must be accompanied by supporting literature submitted with the bid. The City of Dayton reserves the right to waive minor technicalities, reject any or all bids, and accept the bid that is determined to be in the best interest of the City.

Bidding Restrictions

Bids will only be accepted from dealers located within the State of Ohio. Bidders must be direct employees of the dealership submitting the bid. Third-party bids will not be considered.

All bidders must have the ability to enter orders directly into the manufacturer's order bank without any third-party involvement. Proof of this capability, along with proof of dealership employment and location, must be included in the bid submission.

The dealership's sales representative responsible for the bid must be present onsite during vehicle delivery. A hard paper copy invoice must be provided at the time of delivery.

Warranty

Bidders must guarantee that all manufacturer warranty services will be honored at authorized and franchised dealer service centers located within the State of Ohio. Warranty service must be available at one or more authorized service locations reasonably accessible to the City of Dayton for the duration of the warranty period.

The bid must include detailed warranty service contact information, including the company name(s), service location(s), and contact person(s). Failure to provide adequate warranty service availability or required documentation may result in bid rejection.

Warranty acceptance is subject to the approval of the Fleet Manager and will be a key factor in determining the lowest and best bid. A warranty certificate or card must be supplied with the vehicle at the time of delivery.

Delivery

The successful bidder coordinates the unit's transportation and insurance until delivery to the City of Dayton, Division of Fleet Management at 1010 Ottawa Street, Dayton, Ohio 45402.

Time is of the essence. Delivery requirements shall be based on the method of vehicle acquisition. Vehicles available from existing dealer inventory at the time of order ("on-the-lot" vehicles) must be delivered within **ninety (90) calendar days** after receipt of a purchase order. Vehicles ordered through a manufacturer's order bank must be delivered within **one hundred twenty (120) to one hundred fifty (150) calendar days** after receipt of a purchase order, subject to manufacturer production schedules. Bidders must clearly identify in their bid whether vehicles are offered as on-the-lot inventory or order bank units. Delivery time may be considered in bid evaluation and shall be a contractual obligation. Extensions to delivery timelines may be considered only for documented manufacturer delays beyond the bidder's control and must be approved in writing by the City. Failure to meet the applicable delivery requirements may result in remedies as provided in the contract.

To ensure readiness for operation, all vehicles must be delivered with the fuel tank at least $\frac{1}{4}$ full.

Exceptions & Alternative Equipment

Any deviations from these specifications must be fully documented and submitted in writing with the bid. The City of Dayton reserves the right to accept or reject any alternative equipment if it is determined that the alternative is not in the City's best interest.

CLASS 5 (19,500 GVWR) 4x4 CRANE CHASSIS SPECIFICATION

Type

New, current model year, diesel powered conventional cab and chassis, four-wheel drive, suitable for mounting an 11' crane body and hydraulic corner-mounted service crane.

Make and Model of Unit Bid:

Comply ___ Yes ___ No

If no, state exception:

GVWR

Minimum 19,500 lb GVWR (Class 5 dual rear wheel).

GVWR of unit bid: _____

Comply ___ Yes ___ No

If no, state exception:

GAWR (Axle Ratings)

Minimum Front GAWR: 7,000 lbs

Minimum Rear GAWR: 13,500 lbs

Front GAWR of unit bid: _____

Rear GAWR of unit bid: _____

Comply ___ Yes ___ No

If no, state exception:

Cab-to-Axle and Wheelbase

Minimum 84" cab-to-axle dimension suitable for 11' crane body installation.
Wheelbase appropriate for proper weight distribution.

Cab-to-axle of unit bid: _____
Wheelbase of unit bid: _____

Comply ___ Yes ___ No

If no, state exception:

Frame

OEM frame suitable for crane body installation.
Minimum RBM consistent with 19,500 GVWR platform.
Frame shall not require modification that voids OEM warranty.
Front tow hooks required.

Description of frame including configuration, reinforcement, tensile strength, and RBM:

Comply ___ Yes ___ No

If no, state exception:

Front Axle and Suspension

Heavy-duty front suspension with stabilizer bar and shocks.
Power steering.

Front axle rating: _____

Comply ___ Yes ___ No

If no, state exception:

Rear Axle and Suspension

Dual rear wheel configuration.
Multi-leaf rear suspension.
Rear axle ratio minimum 3.73:1.

Rear axle rating: _____
Rear axle ratio: _____

Comply ___ Yes ___ No

If no, state exception:

Tires and Wheels

Six (6) minimum 225/70R19.5 or manufacturer standard for 19,500 GVWR.
All tires (front and rear duals) shall be all-terrain tread suitable for on/off highway use.

Description of tires bid:

Comply ___ Yes ___ No

If no, state exception:

Brakes

Hydraulic power anti-lock braking system (ABS) with reserve system and parking brake.
Four-wheel disc brakes required.

Comply ___ Yes ___ No

If no, state exception:

Fuel Tank

Minimum 30 gallons.

Fuel tank capacity bid: _____

Comply ___ Yes ___ No

If no, state exception:

Engine

Diesel engine minimum 300 HP and 520 lb-ft torque.

Electronic throttle control compatible with PTO.

Heavy-duty cooling system including transmission oil cooler and engine oil cooler.

Engine protection shutdown.

110-volt block heater.

Engine shall be OEM diesel for this GVWR class and emissions compliant.

PTO/crane operation: Engine shall support stationary elevated idle/PTO operation without excessive derate and shall allow operator-controlled PTO idle (via OEM upfitter interface or approved control).

Cooling for PTO duty: Heavy-duty cooling package shall be suitable for extended stationary PTO operation, including engine oil cooler and charge air cooler if turbocharged (if applicable).

Fuel-water separation: Heated fuel/water separator required.

Air intake: Heavy-duty air cleaner with restriction indicator.

Displacement: _____

Horsepower: _____

Torque: _____

Comply ___ Yes ___ No

If no, state exception:

Alternator and Batteries

Minimum 200-amp alternator.

Dual batteries minimum 1,400 CCA combined.

System shall support crane, inverter, lighting, and auxiliary equipment.

Alternator output: _____

Battery rating: _____

Comply ___ Yes ___ No

If no, state exception:

Transmission and Transfer Case

Heavy-duty automatic transmission.

Two-speed transfer case.

PTO provision capable of minimum 40 HP continuous-duty output.

PTO shall be OEM-approved for the transmission specified and fully compatible with crane manufacturer hydraulic pump requirements.

Auxiliary transmission cooler required.

Description of transmission and PTO provision:

Comply ___ Yes ___ No

If no, state exception:

Cab and Exterior

Cab shall be manufacturer’s standard white.

Cab shall be equipped with OEM heavy-duty cab steps or OEM-approved equivalent installed on both driver and passenger sides.

Description of cab configuration and steps bid: _____

Comply ___ Yes ___ No

If no, state exception:

Interior

60/40 split bench seat

Heavy-duty vinyl seat coverings

Seat belts with retractors

Driver and passenger front airbags

Neoprene or heavy-duty rubber floor covering

Air conditioning with high-output heater and dual defrosters

Power windows

Power door locks

Ignition and doors keyed alike

Minimum four (4) sets of keys and FOB remotes

Comply ___ Yes ___ No

If no, state exception:

Instruments and Safety

- Engine hour meter.
- Transmission temperature gauge.
- 90 dB backup alarm.
- Heated extendable mirrors.
- Integrated trailer brake controller.
- Minimum four upfitter switches.
- Backup camera.

Comply ___ Yes ___ No

If no, state exception:

Added Features

DC to AC Power Inverter

Minimum 1,500–2,000 watt pure sine wave inverter. Inverter shall be mounted inside the cab behind the seats (cab-mounted installation required), with adequate ventilation and protected from cargo contact. Provide dedicated circuit protection (fuse/breaker), properly sized cabling, and minimum one (1) accessible 120V outlet.

Description of inverter bid:

Comply ___ Yes ___ No

If no, state exception:

Cab-Mounted Wireless Spotlight

LED remote-controlled spotlight.

Description of spotlight bid:

Comply ___ Yes ___ No

If no, state exception:

HEAVY-DUTY CRANE BODY – KMT1-11R 11' CRANE BODY SPECIFICATION

(Or approved equal meeting all requirements below)

General

Body shall be a KMT1-11R 11-foot crane body designed for installation on a Class 5 DRW chassis and compatible with a 53,100 ft-lb hydraulic corner-mounted service crane.

Make and Model of Body Bid:

Comply ___ Yes ___ No

If no, state exception:

Key Features and Required Equipment

Body shall include the following features as a complete package:

1. Automotive quality 3-point T-handle latches
2. 14 gauge two-sided A-40 galvaneal body shell
3. Torsion box floor with no wheel housings in cargo area
4. Six (6) recessed D-ring tie downs in cargo area
5. 21-inch work surface bumper
6. 2½-inch receiver hitch rated 18,000 lb maximum trailer weight and 3,600 lb maximum tongue weight
7. Master lock system
8. Cab guard / cab protector
9. Light kit with 6-circuit wire harness including stop/tail/turn (S/T/T), backup, marker, rear ID (RID) lights, and four (4) LED work lights
10. Two (2) aluminum grab handles
11. Vise mount stand
12. Bolt-on slam-latch tailgate
13. Two (2) flex steps, one each side of rear bumper

Description of key features bid:

Comply ___ Yes ___ No

If no, state exception:

Body Dimensions

Body shall meet or exceed the following dimensions:

- Overall length: 113¼ inches
- Overall width: 94 inches
- Floor width: 50 inches
- Side compartment height: 44 inches
- Floor height: 24 inches

Description of body dimensions bid:

Comply ___ Yes ___ No

If no, state exception:

Compartmentation Layout**Streetside Compartmentation**

- 1V – 55¼” L x 44” H
- H – 53¼” L x 22½” H
- 2V – 24¾” L x 22½” H

Curbside Compartmentation

- 1V – 34” L x 60” H (front raised compartment)
- 2V – 21¼” L x 44” H
- H – 52¾” L x 22½” H
- 3V – 25¼” L x 44” H

Description of compartmentation bid (include drawings if available):

Comply ___ Yes ___ No

If no, state exception:

Body Shell Construction

Body wall panels, fender skirts, and drip rails shall be constructed of 14 gauge two-sided A40 galvanized steel. Compartment lower backs, compartment bottoms, and body bulkhead shall be constructed of 12 gauge two-sided A40 galvanized steel.

Compartment tops and backs shall be 10 gauge high tensile strength steel.

All doors, door openings, drip rails, and other exposed steel edges shall be hemmed for strength, safety, and resistance to corrosion.

Crane compartment shall be isolated from the rest of the side pack such that crane stresses transfer through the isolated compartment into the torsion floor structure and down through the outriggers.

Description of body shell materials and construction bid:

Comply ___ Yes ___ No

If no, state exception:

Floor

Floor plate shall be minimum 3/16-inch treadplate with a 1³/₈-inch return flange on each side.

Side compartment back panel shall overlap and interlock with the floor flange, providing support for side compartments.

This seam shall be continuously welded.

Cargo area shall have no wheel housings intruding into cargo floor space.

Description of floor construction bid:

Comply ___ Yes ___ No

If no, state exception:

Understructure

Understructure shall have torsion box design with internal longitudinal supports and full-width tubular cross sills.

Shear plate mounting capability shall be incorporated into rear understructure.

Description of understructure bid:

Comply ___ Yes ___ No

If no, state exception:

Tailgate

Tailgate shall be constructed of 14-gauge two-sided A40 galvanized steel.
Tailgate shall be minimum 16 inches high and slam-latchable style.
Tailgate shall be bolt-on slam-latch configuration.

Description of tailgate bid:

Comply ___ Yes ___ No

If no, state exception:

Cargo Tie Downs

Cargo area shall include six (6) recessed cargo D-ring tie downs installed in the floor.
Each tie down shall have minimum 6,000 lb maximum capacity and 2,000 lb working load limit.

Description of tie downs bid:

Comply ___ Yes ___ No

If no, state exception:

Bumper

Bumper shall be a 21-inch work surface bumper with through-compartments operated by automotive grade T-handles.
Bumper shall include two (2) vise plate sockets and pintle mounting plate.
Bumper shall accommodate two (2) grip strut flex steps and include a welder lip.

Description of bumper bid:

Comply ___ Yes ___ No

If no, state exception:

Trailer Hitch and Towing Equipment

Body shall be equipped with:

- **2½-inch receiver hitch** rated minimum 18,000 lb trailer weight and 3,600 lb tongue weight
- **Combination pintle hook with hitch ball capability**, rated equal to or greater than receiver rating
- Safety chain attachment points

- **7-way RV blade-style trailer connector**, fully integrated with OEM chassis wiring and factory trailer brake controller, mounted at rear of body

Description of hitch bid:

Comply ___ Yes ___ No

If no, state exception:

Risers

Body shall include risers for the boom support so that no mounting holes need to be drilled through compartment tops.

Description of risers bid:

Comply ___ Yes ___ No

If no, state exception:

Grab Handles

Body shall include two (2) heavy-duty aluminum grab handles located on both sides at the rear of the body.

Description of grab handles bid:

Comply ___ Yes ___ No

If no, state exception:

Doors

Doors shall be constructed of 20 gauge two-sided A40 galvanized steel outer panel and 20 gauge two-sided A40 galvanized steel inner liner.

Doors shall include internal reinforcements between outer panel and inner liner.

Overlap-style doors shall be installed on front vertical compartments and horizontal compartments.

Description of door construction bid:

Comply ___ Yes ___ No

If no, state exception:

Hinges

All stainless steel continuous hinges shall be installed for full-length door support and pry-proof security with built-in weather shield.

Hinges shall be spot-welded to doorframes and supported by minimum six-year warranty.

Description of hinges bid:

Comply ___ Yes ___ No

If no, state exception:

T-Handle Latches

Corrosion resistant latches shall be secured to door panels by four threaded studs attached to back of latches. Latches shall have zinc die cast handles with brushed chrome finish and ample hand clearance, surrounded by injection molded glass and mineral infused UV resistant nylon housing.

Microcellular urethane foam gaskets shall be installed between latch flange and outer door skin to prevent moisture intrusion.

Lock cylinders shall be flush mounted for additional security.

Description of latch system bid:

Comply ___ Yes ___ No

If no, state exception:

Door Seals

Automotive “bulb type” neoprene door seals shall be installed on all doorframes.

Description of door seals bid:

Comply ___ Yes ___ No

If no, state exception:

Door Retainers

Double spring over-center door retainers shall be installed on all vertical doors and hold doors in positive open or closed position.

Cables or chains are not acceptable.

Description of door retainers bid:

Comply ___ Yes ___ No

If no, state exception:

Shelving

Shelves shall be constructed of 18-gauge bright spangled galvanized steel.

Shelves shall have hemmed dividers on 4-inch centers.

Shelves shall have minimum capacity rating of 250 lb.

Shelves shall be vertically adjustable on 2-inch centers.

Description of shelving bid:

Comply ___ Yes ___ No

If no, state exception:

Exterior Prime

Body shall be completely immersed in electrodeposition gray epoxy prime featuring zinc phosphate precoat and seal. Prime shall be oven cured.

Body shall be painted the manufacturers standard white.

Description of exterior prime bid:

Comply ___ Yes ___ No

If no, state exception:

Interior Paint

Interior paint shall be mid-gloss, mar-resistant, light gray finish.

Description of interior paint bid:

Comply ___ Yes ___ No

If no, state exception:

Undercoating

Body shall be completely undercoated by body manufacturer using water base acrylic.

Description of undercoating bid:

Comply ___ Yes ___ No

If no, state exception:

Installation Requirements

Manufacturer shall supply recommended installation process and detailed instructions conforming to applicable FMVSS.

Manufacturer shall supply owner manual describing proper care and maintenance.

Description of installation documents bid:

Comply ___ Yes ___ No

If no, state exception:

Warranty

Body shall include minimum six (6) year limited warranty to first owner/user of record covering:

- No rust-thru guarantee
- Continuous door hinges guaranteed not to fail or come off product
- Latches and lock cylinders unconditional guarantee against failure
- Shelves guaranteed not to fail in bending under maximum 250 lb rated load

Description of warranty bid:

Comply ___ Yes ___ No

If no, state exception:

Lighting

Lighting shall meet all FMVSS standards.

Wiring harness shall be encased in mesh loom and all wires colored for troubleshooting.

Harness shall have connectors compatible with Ram, Ford, and GM chassis without splicing.

Stop/tail/turn and backup lights shall be surface mounted on boxes at rear of body.

Body end panels shall be pre-punched for wires and light box mounting.

Description of lighting bid:

Comply ___ Yes ___ No

If no, state exception:

Lighting Wire Retention

All interior wiring shall be retained by mechanical fastening system.

Adhesive-backed holders are not acceptable.

Description of wire retention bid:

Comply ___ Yes ___ No

If no, state exception:

Security / Master Locking

Body shall include master locking system securing one entire side of body compartments with one easy motion and padlock.

Description of security system bid:

Comply ___ Yes ___ No

If no, state exception:

Cab Protector

Body shall include welded-on cab protector with full punched window.

Description of cab protector bid:

Comply ___ Yes ___ No

If no, state exception:

Work Lights

Body shall include four (4) LED work lights, minimum 3,000 lumens each. Dual LED boom tip lights required.

Description of work lights bid:

Comply ___ Yes ___ No

If no, state exception:

Bedliner

Knapliner commercial grade spray-on bedliner shall be applied to cargo floor, sides, compartment tops, bulkhead, tailgate, rear bumper, and front end panels.

Description of bedliner bid:

Comply ___ Yes ___ No

If no, state exception:

Outriggers

Hydraulic out-and-down outriggers installed.

Description of outriggers bid:

Comply ___ Yes ___ No

If no, state exception:

Drawer Bins

Drawer unit installed in street side front vertical compartment.

Bolt bins provided in street side horizontal compartment.

Description of drawer bins bid:

Comply ___ Yes ___ No

If no, state exception:

CAN-bus

Body shall include CAN-bus control system with solid state switching.

Components shall meet IP67 rating.

System shall have 120 amp maximum continuous power throughput and 25 amp maximum continuous power per output.

Eight (8) outputs total with a master on/off switch.

Description of CAN-bus system bid:

Comply ___ Yes ___ No

If no, state exception:

CORNER-MOUNTED SERVICE CRANE SPECIFICATION

Crane Performance

Crane shall meet or exceed the following:

Crane rating: 53,100 ft-lb

Boom length: 11 feet

1st stage boom extension: 60 inches

2nd stage boom extension: 60 inches

Maximum horizontal reach: 21 feet

Maximum vertical lift from crane base: 22 feet 11 inches

Capacity:

8,600 lb @ 6'2"

2,590 lb @ 20'6"

Boom elevation: -10 degrees to +80 degrees

Stowed height: 38.6 inches

Rope diameter: 3/8 inch

Line pull speed: 60 ft/min

Rotation: 400 degree power rotation

PTO/pump operation required

Description of crane bid:

Comply ___ Yes ___ No

If no, state exception:

Hydraulic System

Hydraulic system shall be fully engineered by the crane manufacturer and properly sized for continuous-duty operation of the crane and hydraulic outriggers. System shall include appropriate filtration and pressure protection.

Description of hydraulic system bid:

Comply ___ Yes ___ No

If no, state exception:

Crane Controls

Crane shall be equipped with proportional wireless remote control system.
Hard-wired pendant control required as backup.
Emergency stop required.

Description of control system bid:

Comply ___ Yes ___ No

If no, state exception:

Final Certification and Delivery

Final installed vehicle shall include certified weight ticket showing front and rear axle weights with full fuel.
Operational demonstration required at delivery.
All manuals and warranty documentation required at time of delivery.

Comply ___ Yes ___ No

If no, state exception:

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 required 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 WARRANTIES 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.

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.

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.: _____

Fax No.: _____

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.