

**RESOLUTION AWARDING BID TO DAWN INCORPORATED FOR THE COURTHOUSE CAMPUS FLOORING REPLACEMENT PROJECT, ASHTABULA COUNTY BOARD OF COMMISSIONERS**

WHEREAS, a request and recommendation has been received for the approval of the Board of Commissioners to award the courthouse campus flooring replacement project to Dawn Inc.; and

WHEREAS, On April 30, 2024, by Resolution No 2024-229, bids were ordered, and on May 1, 2024 one bid was received for the courthouse campus flooring replacement project, as follows:

BIDDER	TOTAL BID
Dawn Inc.	\$514,014.00

Opinion of Probable Cost: \$ 430,000.00

WHEREAS, Katelin Lamson, Senior Project Manager/H. R. Specialist, in conjunction with CT Consultants Inc. and staff have reviewed the bids and recommends the bid be awarded to Dawn Inc. for the total bid of \$514,014.00, as the lowest and best bid received; and

WHEREAS, this Board would concur with that recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bid for the courthouse campus flooring replacement project is hereby awarded to Dawn Inc., as outlined above.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-295**

**June 11, 2024**

**RESOLUTION AWARDING BID TO DAWN INCORPORATED FOR THE  
COURTHOUSE CAMPUS FLOORING REPLACEMENT PROJECT, ASHTABULA  
COUNTY BOARD OF COMMISSIONERS**

**Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.**

**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Absent  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**231987 – Courthouse Campus Flooring Replacement Project  
Ashtabula County Board of Commissioners**

**Opinion of Probable Construction Cost: \$430,000.00**

<b>BIDDER NAME</b>	<b>Bond / Check</b>	<b>Addendum Received I</b>	<b>Building 1 (New Courthouse, Two Floors, A and B Wings)</b>	<b>Building 2 (Old Courthouse, Three Floors)</b>	<b>Building 3 (Title Bureau, One Floor)</b>	<b>Entire Project (All Three Buildings, All Floors)</b>
<i>Daniel A. Terreri &amp; Sons, Inc.</i>						
<i>Dawn Incorporated</i>	✓	✓	\$ 236,492	\$ 165,244	\$ 85,278	\$ 514,014
<i>Grahamboys, LLC DBA Graham Co.</i>						



## BID PROPOSAL AND LEGAL FORMS

The following forms **MUST BE COMPLETED** and submitted with your bid:

- ✓. Bidder Information Sheet
- ✓. Bid
- ✓. Summary of Bid
- ✓. Schedule of Unit Prices
- ✓. Substitution Sheet - None.
- ✓. Bid Guarantee and Contract Bond (two pages) - On server
- ✓. Certificate as to Interest
- ✓. Unresolved Findings for Recovery
- ✓. Non-Collusion Affidavit
- ✓. Vendor Affidavit Form

Other forms included for execution at a later time include:

1. Personal Property Tax Affidavit
2. Contract
3. Corporate Resolution
4. Certification of County Prosecutor/County Auditor
5. Affidavit of Contractor/Sub Contractor Prevailing Wages
6. Correction Period
7. Final Release of Lien

## BIDDER INFORMATION SHEET

**ATTENTION BIDDER:** Please fill out this form and submit with your bid.  
(please print)

**COMPANY NAME:** Dawn Incorporated

**FEDERAL ID NUMBER:** 34-1755225

**CHIEF EXECUTIVE OFFICER:** Dawn Ochman

**ADDRESS:** 2861 Sferra Ave NW  
Warren, OH 44483

**PHONE NUMBER:** 330-652-7711

**FAX NUMBER:** None.

**PROJECT CONTACT PERSON:** Brendan Solarz, VP

**PHONE NUMBER:** 330-652-7711 X107

**CELLULAR NUMBER:** 330-442-5559

**EMAIL ADDRESS:** brendan@dawnincorporated.com

# BID

I, the undersigned, propose to furnish all labor, material, tools and equipment necessary for the entire work as set forth in the Contract Documents, Drawings and Specifications entitled:

## COURTHOUSE FLOORING REPLACEMENT PROJECT

I further declare that I have carefully read and examined the Specification, General Conditions, Bidding Requirements, Contract Forms and Drawings; that I have made personal examination of the job site and I understand the exact scope of work.

I acknowledge receipt of the following Addenda and have included their provision in this proposal:

Addendum No. 1 Dated 5/17/2024

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

I have included a Bid Guarantee and Contract Bond of 100% of the General Construction Base Bid.

In submitting this Bid, I agree to:

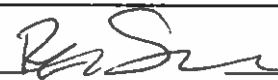
1. Hold this proposal open 60 days after bid date.
2. Accept the provisions of the Instructions to Bidder regarding disposition of Bid Security.
3. Enter into a Contract, if awarded, on the basis of this Bid within ten (10) days after receipt of such notice and to furnish required bonds and insurance certificates.
4. Work on this project shall be substantially by **FRIDAY SEPTEMBER 13, 2024**.

The undersigned agrees to construct and complete the work for the cost on the forms included herewith.

Contractor Dawn Incorporated

Address 2861 Sferra Ave NW, Warren, OH 44483

Telephone 330-652-7711

By 

Date 5/24/2024

Title Vice President

Affix Seal of Corporation  
State of Incorporation

## SUMMARY OF BID

The Owner may elect to award the project in its entirety or award the Work for individual buildings. Please indicate the total construction bid for each individual building as a whole, complete, separate project as indicated below. The bid for providing the Work for the project in its entirety may total less than the sum of the three (3) buildings individually.

**Construction Bid:** \$ 236,492.00  
**Building 1 (New Courthouse, Two Floors, A and B Wings)**

Two hundred thirty-six thousand four hundred ninety-two Dollars  
*(Written Amount)*

**Construction Bid:** \$ 165,244.00  
**Building 2 (Old Courthouse, Three Floors)**

One hundred sixty-five thousand two hundred forty-four Dollars  
*(Written Amount)*

**Construction Bid:** \$ 85,278.00  
**Building 3 (Title Bureau, One Floor)**

Eighty-five thousand two hundred seventy-eight Dollars  
*(Written Amount)*

**Construction Bid:** \$ 514,014.00  
**Entire Project (All Three Buildings, All Floors)**

Five hundred fourteen thousand fourteen Dollars  
*(Written Amount – Bid May Be Less Than Sum of Individual Bids Above)*

## SCHEDULE OF UNIT PRICES

For increasing or decreasing quantities of work items, due to unforeseen conditions or at the discretion of the Owner, from those indicated on the Contract Document Drawings upon written instructions from the Architect, the following unit prices shall prevail:

### Unit Price No. 1: Removal of Existing Floor Coverings Containing Asbestos

A. Description:

1. Remove and abate existing asbestos containing floor materials.

\$ 7.32

B. Unit of Measurement: Square Foot

### Unit Price No. 2: Installation of Carpet Tile (C-1)

A. Description:

1. Carpet tile floor covering, including substrate preparation, materials, and labor.

\$ 49.23

B. Unit of Measurement: Square Yard

### Unit Price No. 3: Installation of Luxury Vinyl Tile

A. Description:

1. Luxury vinyl tile floor covering, including substrate preparation, materials, and labor.

\$ 13.20

B. Unit of Measurement: Square Foot

### Unit Price No. 4: Installation of Rubber Stair Treads and Rubber Landing Tile

A. Description:

1. Rubber stair treads and/or rubber landing tile floor covering, including substrate preparation, materials, and labor.

\$ 44.23

B. Unit of Measurement: Square Foot

**Unit Price No. 5: Installation of Rubber Wall Base**

A. Description:

1. Rubber wall base, including substrate preparation, materials, and labor.

\$ 6.39

B. Unit of Measurement: Linear Foot

# SUBSTITUTION SHEET

## 1. GENERAL

- A. Refer to Specification Section 016000 Product Requirements and 012500 Substitution Procedures.
- B. Bidder shall list on this form any Substitutions for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price", if none is proposed.

<u>BRAND OR MAKE SPECIFIED</u>	<u>PROPOSED SUBSTITUTION</u>	<u>ADD</u>	<u>DEDUCT</u>	<u>NO CHANGE</u>
None.				

- C. It is understood and agreed that the Proposal submitted is based on furnishing products as specified and entitles the Owner to require that such named materials and methods be incorporated in the work, except as Substitutions, if they are accepted, based on the quotations entered above, are subsequently made a part of the written Contract.

Date: 05/24/2024

Signed:   
Brendan Solarz, VP

Company: Dawn Incorporated

Address: 2861 Sferra Ave NW, Warren, OH 44483

**BID GUARANTY AND CONTRACT BOND**  
(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Dawn Incorporated

2861 Sferra Ave. NW Warren, OH 44483

as principal and Nationwide Mutual Insurance Company

as sureties, are hereby held and firmly bound unto Ashtabula County Board of Commissioners  
25 W. Jefferson St. Jefferson, OH 44047

\_\_\_\_\_ as obligee in the penal sum of the dollar amount of the bid submitted by the  
principal to the obligee on May 24, 2024 to undertake the project known as \_\_\_\_\_  
COURTHOUSE FLOORING REPLACEMENT PROJECT

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any  
additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which  
are accepted by the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_

(\$ \_\_\_\_\_) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates.  
Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including  
alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to  
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and  
assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has  
submitted a bid for the above referred project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the  
bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent  
of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with  
the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder  
and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between  
the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising,  
and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force  
and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper  
contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same  
as though set forth herein:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according  
to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials  
furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the  
benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same  
to remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall  
in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to  
the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 24th day of May, 2024

PRINCIPAL  
Dawn Incorporated

BY: [Signature]

TITLE: President / CEO

SURETY: Nationwide Mutual Insurance Company

BY: [Signature]

Kristine M. Heinrich  
Attorney-in-Fact



SURETY COMPANY ADDRESS:  
One West Nationwide Blvd., 1-14-301  
Street  
Columbus, OH 43215-2220  
City State Zip

SURETY AGENT'S ADDRESS:  
AssuredPartners of Ohio, LLC  
3900 Kinross Lakes Parkway #300  
Richfield, OH 44286

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Kristine M. Heinrich

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

Surety Bond Number: Bid Bond and Contract Bond
Principal: Dawn Incorporated
Obligee: Ashtabula County Board of Commissioners

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company

Sharon Laburda
Notary Public, State of New York
No. 01LA8427697
Qualified in Kings County
Commission Expires January 3, 2026

[Handwritten signature of Sharon Laburda]

Notary Public
My Commission Expires
January 3, 2026



CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 24th day of May 2024.

[Handwritten signature of Lezlie F. Chimienti]
Assistant Secretary

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor

Judith French - Director

**Certificate of Compliance**



Issued 04/01/2024

Effective 07/01/2023

Expires 06/30/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**NATIONWIDE MUTUAL INSURANCE COMPANY**

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation

NATIONWIDE MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$50,182,865,004, liabilities in the amount of \$31,216,621,708, and surplus of at least \$18,966,243,296.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

*Judith L. French*

Judith French, Director



**NATIONWIDE MUTUAL INSURANCE COMPANY  
AND SUBSIDIARIES AND AFFILIATES**

Consolidated Statutory Statements of Admitted Assets, Liabilities and Surplus

<i>(in millions)</i>	December 31,	
	2023	2022
<b>Admitted assets</b>		
<b>Invested assets</b>		
Bonds	\$ 20,643	\$ 21,716
Stocks	9,812	8,850
Mortgage loans, net of allowance	1,816	1,777
Owner occupied real estate, at cost (less accumulated depreciation of \$394 and \$408 as of December 31, 2023 and 2022, respectively)	282	296
Cash, cash equivalents and short-term investments	510	89
Other invested assets	7,085	6,731
<b>Total invested assets</b>	<b>\$ 40,148</b>	<b>\$ 39,459</b>
Premiums in course of collection	4,501	4,821
Corporate-owned life insurance	1,600	1,524
Deferred federal income tax asset	1,926	1,921
Other assets	1,652	1,760
<b>Total admitted assets</b>	<b>\$ 49,827</b>	<b>\$ 49,485</b>
<b>Liabilities and surplus</b>		
<b>Liabilities</b>		
Losses and loss expense reserves	\$ 17,821	\$ 17,247
Unearned premiums	8,488	8,906
Accrued expenses and taxes, other than federal income taxes	725	800
Agents' security compensation plan reserve	723	789
Other liabilities	3,099	2,829
<b>Total liabilities</b>	<b>\$ 30,856</b>	<b>\$ 30,571</b>
<b>Surplus</b>		
Surplus notes, net of unamortized issue discount of \$8 as of December 31, 2023 and 2022	\$ 3,546	\$ 3,546
Unassigned surplus	15,425	15,368
<b>Total surplus</b>	<b>\$ 18,971</b>	<b>\$ 18,914</b>
<b>Total liabilities and surplus</b>	<b>\$ 49,827</b>	<b>\$ 49,485</b>

See accompanying notes to the consolidated statutory financial statements.

**Certification**

I, Jamie Train, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2023 and 2022 to the best of my knowledge and belief.

*Jamie Train*  
\_\_\_\_\_  
Jamie Train

*Attirmed and Subscribed before me by Jamie Train  
on March 15, 2024 at Franklin county Ohio*

*Andrew Swartzel*



**ANDREW SWARTZEL**  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-839107  
My Commission Expires Oct. 24, 2026

# CERTIFICATE AS TO INTEREST

Brendan Solarz, being the Vice President  
(Name) (Position)

of Dawn Incorporated, the bidder which submitted the foregoing proposal  
(Company Name)

for the improvements, repair and construction of:

## COURTHOUSE FLOORING REPLACEMENT PROJECT

in the County of Ashtabula deposes and says that Dawn Incorporated  
(Company Name)

is a/an Ohio corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making the bid or proposal for said work; that the said contract is, on its part, in all respects fair and without collusion or fraud and that no member of the Commissioner's Board, head of any department or any employee therein or any office of the County is directly or indirectly interested in said contract.

Dawn Incorporated  
Company Name

By: [Signature]

Title: Vice President

Sworn to before me and subscribed in my presence this 24 day of May, 2024.

NOTARY SEAL



ASHLEY SWIPAS  
Notary Public  
State of Ohio  
My Comm. Expires  
June 16, 2026

[Signature]  
NOTARY PUBLIC

My Commission Expires June 16, 2026.

# UNRESOLVED FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF OHIO :  
COUNTY OF ASHTABULA: SS

Brendan Solarz                      Vice President                      Dawn Incorporated  
(Name)                                      (Position)                                      (Company)

ORC 9.24 provides that those "persons" with unresolved findings for recovery are prohibited from entering into public contracts.

ORC 9.24 provides that before awarding a contract for goods, services or construction, which is paid for in whole or in part with State funds, a State agency or political subdivision is required to verify that the person does not appear in the unresolved findings for recovery database established by the Auditor of State.

Brendan Solarz, being duly sworn says that Dawn Incorporated  
(Name)                                      (Company)

if the successful Bidder on the **COURTHOUSE FLOORING REPLACEMENT PROJECT**

is not charged with an unresolved finding for recovery from the State of Ohio Auditor's Office.

Sworn to before me and subscribed in my presence this 24 day of May, 20 24.

Brendan Solarz  
Brendan Solarz, Vice President

Ashley Swipas  
Notary Public

\*A database of unresolved findings is accessible via <http://www.auditor.state.oh.us>



ASHLEY SWIPAS  
Notary Public  
State of Ohio  
My Comm. Expires  
June 16, 2026



Further, Affiant saith naught.

Signature:

Bu S  
Affiant: Brendan Solarz

Dawn Incorporated  
Company/Corporation

2861 Sferra Ave NW  
Address

Warren, OH 44483  
City/State/Zip Code

Sworn to and subscribed in my presence this 24 day of May, 20 24.

NOTARY SEAL



ASHLEY SWIPAS  
Notary Public  
State of Ohio  
My Comm. Expires  
June 16, 2026

Notary Public As Si

My Commission Expires June 16, 20 26.

# VENDOR AFFIDAVIT FORM

## ASHTABULA COURTHOUSE FLOORING REPLACEMENT PROJECT ASHTABULA COUNTY BOARD OF COMMISSIONERS

**NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:** The undersigned, being duly sworn, if a contract is awarded you, states that we (the Vendor) are not charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent property taxes on any such tax list. Nor do I have any debt owed to the State of Ohio.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** That we do not and shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. If awarded the bid and/or contract under this bid, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the most advantageous under the foregoing bid this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit. Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in contract provisions with the owner if selected as the successful offeror by the Owner.

**NON-COLLUSION:** That the bid being submitted is genuine and not collusive or sham; that we/I have not colluded, conspired, connived, or agreed, directly or indirectly, with any other offeror or person, to submit a sham bid, or refrain from proposing; have not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other offeror, to fix any overhead, profit or cost element of said bid price, or of that of any other offeror; to secure advantages against the County of Ashtabula or any person or persons interested in the proposed contract; that all statements contained in said bid are true, and that, such offeror has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential information or date relative thereto to any other potential offeror. Further, Affiant affirms that no county employee has any financial interest in this company or the Bid being submitted.

That we do hereby affirm the above statements to be true and in consideration of the award of the aforementioned contract, the above statements are incorporated in said contract as a covenant of the undersigned.

Dawn Incorporated

34-1755225

Company Name

Company Tax I.D. Number

*Brendan Solarz*

Brendan Solarz, Vice President

Offeror/Vendor Signature

Print Name & Title

Sworn to before me and subscribed in my presence this 24 day of May, 2024.

*Ashley Swipas*

06/16/2026

Notary Public Signature

Date Commission Expires

