



Mental Health and Awareness Services for Police Officers
Police Department

Request for Proposals (RFP)

Mental Health and Awareness Services for Police Officers

Item/Project

Police Department

Responsible Department

Thursday, November 17, 2022 4:00 PM local time

Proposals Due By

Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address



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PROPOSER’S CHECKLIST

A complete proposal packet should consist of the items listed below.

Complete this checklist to confirm the items required in your proposal. Place a checkmark or “X” next to each item that you are submitting to the City of Canton. Failure to submit the listed documents may be cause for rejection of your proposal. This checklist should be returned with your proposal.

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LEGAL NOTICE

The Director of Public Safety of the City of Canton, Ohio will accept sealed proposals on or before **4:00 PM local time Thursday, November 17, 2022**, for:

Mental Health and Awareness Services for Police Officers

The City will disqualify any proposal not received on or before **4:00 PM local time on Thursday, November 17, 2022**.

Submit all proposals to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Fourth Floor, Canton, Ohio 44702 according to the instructions in the Request for Proposals posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/448/Purchasing-Procurement>.

Questions regarding plans and specifications should be addressed in writing to Purchasing Department, at purchasing@cantonohio.gov.

Each proposal must contain the full name of every person or company participating in the proposal.

The Board of Control reserves the right to reject any or all proposals and to accept the proposal(s) deemed most beneficial to the City of Canton.

All companies must submit their Federal ID Number for IRS purposes.

The proposer is responsible for monitoring the City website for any addenda.

By order of the Director of Public Safety: Andrea M. Perry

Published in the Canton Repository: October 26 and November 2, 2022



Mental Health and Awareness Services for Police Officers Police Department

PURPOSE:

The City of Canton Police Department is seeking proposals and pricing for Mental Health and Awareness Services for Police Officers per the requirements and elements outlined herein. The Police Department has been awarded an American Rescue Plan Act (ARPA) First Responder Wellness, Recruitment Retention & Resiliency grant for these services. These services will need to be provided over a two-year period with funding ending 12/31/2024.

Behavioral health matters to be addressed by the proposed program:

The purpose of this funding is to create a fully comprehensive and available plan to assist officers in dealing not only with the stress of the job but the additional stress that has impacted their occupation due to COVID-19. The Canton Police Department's current mental health and wellness efforts focus on pushing information out to officers during training, via email and online videos. Officers needing counseling services are currently referred to our city-wide employee assistance program, which is designed to make referrals.

The American Journal of Criminal Justice publication on Police Stress, Mental Health and Resiliency during the COVID-19 Pandemic brought to light many key points related to the need to address mental health and wellness of our officers now more than ever. The stresses related to the pandemic have impacted officer resiliency, productivity and retention. Not only are they dealing with an already mentally taxing occupation, but adding in the pandemic challenges of uncertainty, higher exposure, fear for their families and work environment changes adds a level of stress to those we expect to protect us.

2022 In-Service training for officers required a 4-hour block on Officer Personal Wellness. This was a great starting point for our department and the officers found needed resources in the course but now we need to bring these resources to the officers in a more efficient and truly confidential manner so we can begin to build a culture of wellness in our agency.

These ARPA funds will be used to develop a more comprehensive way to reach officers allowing them to participate without City involvement or fear that they will be looked at differently by superiors and peers. The selected proposer will provide a dedicated Wellness Coordinator with no ties to the City or the Police Department for employees to schedule in-person appointments. Balances owed for services to the selected vendor will be billed directly to the Police Department with no identifying information about the client so there will no longer be the added burden of having to pay anything that insurance will not cover.

Weekly yoga will be offered by the provider in addition to monthly workshops covering topics determined by need in surveys to include stress management, healthy eating, and mindfulness activities. Quarterly larger programs will be hosted consisting of activities that are to provide emotional rebalance and healing that is specifically designed around the trauma and critical incidents that law enforcement officers face. All of these programs will be open to all sworn employees and their families. Being able to provide the same high-quality service to our



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officers is a must. Officers being on high alert impacts their daily lives and stress levels often causing issues at home or with the public.

Providing these services will assist our agency in continued implementation of community policing programs by empowering officers to build solid relationships with community members through positive interactions. Officers who are emotionally well and able to cope with stress communicate better with residents and are better able to provide them the guidance and coping mechanisms that they have learned through their progression in this program. Preparing officers mentally and emotionally for interactions will help the department to build trust and improve the community's perspective of law enforcement throughout the City of Canton. Research has shown that incorporating mindfulness techniques into training and police work can produce multiple benefits for the officer's health, resilience, job performance, and well-being.

The President's Task Force on 21st Century Policing Final Report acknowledged that "an officer whose capabilities, judgement, and behavior are adversely affected by poor physical or psychological health not only may be of little use to the community he or she serves but also may be a danger to the community and to others". This is why it is vital for our agency to institute programs and promote wellness opportunities to our officers.

Implementation of Project:

The Canton Ohio Police Department and the selected proposer will work together to provide free, anonymous mental health and wellness services to the members of the Canton Police Department. The purpose of this project is to provide innovative ways for law enforcement to reach out for help and peer support without fearing embarrassment or loss of respect from their colleagues and supervisors. Services provided will include individual, monthly workshops and quarterly retreats, all pertaining to healthy and unhealthy coping behaviors, critical incident effects on mental health, dealing with job stress, and suicide prevention. Officers will be able to reach out to a dedicated law enforcement Wellness Coordinator at the selected proposer to guide them in their journey to becoming not only mentally healthy but healthy in all aspects of life so that they can continue to serve the residents of the City of Canton in a professional manner.

Shift work, disturbing crime scenes, emotional and hostile victims are all reasons that police officers lose sleep or suffer from depression. Providing activities to help officers relieve stress and find healthy ways to cope with the daily trauma they face is imperative to maintaining healthy relationships with the community. Partnering with the selected proposer will allow us to have a Wellness Coordinator that works directly with our training staff in coordinating services that will provide the healthy officers that we need in our City. With the use of mindfulness-based stress reduction strategies such as yoga, breathing techniques, meditation, knowing your food and how it affects you, and providing reading and online resources, our Wellness Coordinator will be able to focus not only on the individual officer but the department as a whole.



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Benefits of the proposed program for First Responders:

Officers need to have the ability to use good judgement and a capacity for empathy and compassion. We will use evidence-based solutions to address issues that contribute to the mental health and wellness of our participants. These services will allow them to provide solid, emotionally-sound engagement with Canton residents. Working with our communities in a healthy manner will assist all involved to develop trust between our officers and those we serve allowing them to build partnerships, engage in collaborative problem solving, and show their commitment to improving quality-of-life issues.

More than ever before, officers are held accountable for the way they interact with citizens. Law enforcement professionals need access to quality mental health programming to give them the tools and resources needed to successfully complete their duties. Officers who focus on their own well-being are more prepared to take care of citizens. Canton, Ohio is a vibrant, diverse, and resilient city of approximately 71,000 residents who deserve to have healthy officers.

Additionally, by providing mental health and wellness related solutions to our officers, we will be able to help prevent officer burn out, increase retention of officers that leave due to the high stress levels of the job and also provide an additional recruitment resource for officers wanting to enter this field. Knowing that the Canton Police Department cares about the wellness of our officers and provides the needed training and services to be well will not only draw additional applicants to our department but will provide the residents of our community comfort in knowing that they are being served by officers that are physically and emotionally well.

History and background of the programs being recommended:

The Law Enforcement Mental Health and Wellness Act report to Congress recommends supporting the development of resources for community-based clinicians who interact with law enforcement to help them better understand what resources may be available. The selected proposer will provide the City with clinicians and programs that are focused on the mental health and risks facing law enforcement and how to address them.

Instructions from the Department of Defense Instruction 6490.16 Defense Suicide Prevention Program will be put into place. We will make efforts to reduce suicide through awareness and programming. Commanders will encourage personnel to build resilience through attendance at workshops hosted by the selected proposer. Workshops and programming will be aimed at reducing the stigma for personnel who seek behavioral healthcare.

We will offer support services for employees and families focused on a broad philosophy of mental health that encompasses biological, social, spiritual, and psychological areas. We will increase mental health topics at in-service trainings that cover stress and anger management skills, mindfulness, practices and other topics to enhance their comfort levels for speaking about their own struggles and seeking help.



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We will establish mental health programming with mindfulness practices. We will be coordinating yoga, paint night and various other mental health programs on a monthly and quarterly basis with room to expand if needed. It is our intention that these programs will positively correlate to reduction of on-the-job injuries and improvement in job performance.

Measures or metrics that will be used to evaluate the efficiency of the program:

To evaluate the department's progress, we will use several different components. The first will be using surveys. At the start of the program we will send out a survey to all employees, sworn and non-sworn, created by the selected proposer to determine the needs and levels of officer health and wellness. From those surveys we will be able to build course content that will also be evaluated through surveys.

The selected proposer will provide us with numbers pertaining to attendance at events and use of services so we can evaluate participation. It is the City's goal to show a positive increase in attendance at monthly workshops and also at quarterly retreats and with the use of the counseling services. The final survey will provide us a good evaluation of how well the program is working. We also hope to see a decrease in use of force reports and an increase in job satisfaction and officer retention.

Plan to partner with local resources in providing training or support for First Responders:

The management and implementation plan for this project will fall under the direction of the Administrative Division Commander and his/her staff which includes the Community Involvement Unit supervision and officers. Prior to implementation, the Chief of Police, Admin Captain, Training Lieutenant and the Chief Executive Officer or their designated representative from the selected proposer will meet to build the proper survey to send out to staff regarding their current job satisfaction, healthy living habits, mindfulness and mental health services used and/or needed. Once the survey is complete and evaluated the selected proposer will present to the Administration the workshops and retreats that they feel will be most beneficial to our agency.

Coordination to host these events will take place between the selected proposer and the Training Lieutenant with final approval remaining with the Administrative Division Commander. All staff will receive flyers and a short training video on how to schedule services anonymously through the selected proposer. To maintain confidentiality, all invoicing from the selected vendor will go directly to our Fiscal Manager with no identifying information of the individuals who used the services. The selected proposer will provide the number of participants at each event monthly for our statistical data and to evaluate engagement with the programming we have chosen.

ARPA Language and Requirements:



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The interim final rule included an enumerated eligible use for mental health treatment, substance use treatment, and other behavioral health services. Treasury is maintaining this enumerated eligible use category and clarifying that it covers an expansive array of services for prevention, treatment, recovery, and harm reduction for mental health, substance use, and other behavioral health challenges caused or exacerbated by the public health emergency.

Recipients may also provide services for special populations, for example, enhanced services in schools to address increased rates of behavioral health challenges for youths, mental health first responder or law enforcement-mental health co-responder programs. Please see the attached Exhibit A - Exhibit to Standard Form of Agreement Between Owner and Contractor, which will become part of the final, executed agreement resulting from this RFP.

Proposed Contract:

- The City expects to negotiate a firm fixed fee and enter into a contract for Mental Health and Awareness Services for Police Officers selected through this RFP.
- This contract is expected to have a duration of two (2) years.

Proposals Shall Include:

1. Cover Letter – Letter of interest including contact info. Including a brief summary of qualifications.
2. Business Organization – State the full name and address of the respondent and identify the name and title of the person empowered to enter into a contract with the city.
3. Any other fees to be charged.
4. References – List minimum of three client references including the name, address and telephone number of a contact person for each reference cited.

Questions:

All questions should be submitted in writing at least five (5) business days prior to the day and time that the proposals are due. Answers to questions will be issued in writing as official addenda no later than seventy-two (72) hours prior to the time that said proposals are due. Said addenda will become a component of the request for proposals and should be acknowledged as received on the final proposal page. Failure to acknowledge all official addenda in this manner may result in your proposal being disqualified. All questions should be directed to:

City of Canton Purchasing Department
purchasing@cantonohio.gov

Invoicing:

All invoices shall show the City's purchase order number, the item number, the quantity, a brief description of the item, the unit price and the total amount due. All invoices shall be submitted to the address on the Purchase Order.



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To maintain confidentiality, all invoicing from the selected vendor will go directly to our Fiscal Manager with no identifying information of the individuals who used the services.

Selection Criteria and Process:

The successful proposer will be selected based on a combination of their submitted proposal materials and pricing. Price will only be one consideration of the selection. Other evaluation criteria that will be measured in the selection process will be: Distance officers must travel for the services, hours of availability, ability to provide yoga and mindfulness services, number of licensed counselors available to facilitate individual and group sessions, and the ability to provide safe and secure scheduling and billing services. The City will offer the selected proposer a professional services contract in accordance with the technical specifications and pricing contained within the Request for Proposals. All proposals are required to include fixed firm pricing.

To be considered proposer must have experience in providing the listed in-person services with certified mental health counselors to First Responders. Preference will be given to agencies with experience working the Law Enforcement and in the Stark County area.

The Police Department will evaluate the proposals submitted and determine the best overall proposal for our unique needs. The City may request informational meetings and/or presentations from one or more vendors.

Fee Schedule:

State any and all costs the City may anticipate relating to the services to be provided as stated under the Scope of Services section for Year One and Year Two of the resulting contract. The City reserves the right to negotiate the fee for service with the vendor whose proposal and qualifications are determined to be the most advantageous to the City.

Submission Procedures:

- Describe the approach and methodology the proposer will employ in carrying out the work described herein. Include any services the proposer may require from the City to perform the work described in the proposal.
- Provide a description of the Consultant's background, qualifications and experience and the background and qualifications of the staff to be assigned to the project
- Provide a least three (3) references from past clients within the last two years with similar Scope of Services conducted.

Proposal Submission:

The submission must not exceed 25 single-sided (8.5" x 11"), numbered pages that are double-spaced with a 12-point font, including attachments. The cover page will not count towards the total number of pages, but all others will. The submission must also be in PDF format or alternate formats that are easily readable using Microsoft Word.



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Electronic copies of your proposal must be submitted via the City's sourcing tool, Vendor Registry. Vendor Registry is free for your use with City sourcing events (<https://www.cantonohio.gov/448/Purchasing-Procurement>).

Deadline Procedures

Firms interested in being considered for this contract must provide a proposal by **4:00 P.M. on Thursday, November 17, 2022**. Proposals received after this deadline will not be considered. Proposers are responsible for monitoring the City's website for all official addenda.

Award

The resulting contract will be funded by American Rescue Plan Act (ARPA) funds. Therefore, all contracts shall be awarded to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract in compliance with state and federal law.

The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race color, sex, creed, sexual orientation, national origin, or disability.

The City of Canton reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the City to do so. Explanations of the City's decisions shall not be required except as otherwise provided by law.

The successful proposer will be required to enter into and sign an Agreement with the city of Canton. This RFP and the response of the successful proposer may become a part of the contract and will be in effect for the duration of the contract.

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the firms submitting an RFP, or to cancel all or part of this RFP.

Addenda Acknowledgement

I hereby acknowledge the following official addenda (leave blank if no addenda were issued)

Addenda Number(s) _____



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SIGNATURE OF BIDDER: _____

Name (Print)

Name (Signature)

Company

Date



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Scope of Services and Pricing Proposal

Please provide pricing for each **BOLD line item listed in the following Scope of Services** Please print legibly or type.

- **Monthly Workshops: \$ _____ total for two years**
 - 2-hour workshops will be held once a month covering a variety of topics to include stress management, healthy eating, coping mechanisms, and mindfulness activities
 - Each workshop will have 2 licensed counselors to facilitate.
 - Cost is for 24 workshops to include counselor, materials and presentations, set up and tear down.
 - Covers up to 24 participants. **Additional counselors available for additional participants at \$ _____ each**
 - **Individual workshop cost is \$ _____**
- **Quarterly Retreats: \$ _____ total for two years**
 - 4-hour activities covering various mental health and wellness activities to include larger scale activities such as painting, meal preparation, and activities designed to provide emotional rebalance and healing.
 - Each retreat will have 2 licensed counselors to facilitate
 - Cost is for 8 retreats to include licensed counselors, materials, presentations, and collaboration with other individuals to help facilitate.
 - Covers 24 participants. **Additional counselors available if enrollment goes over 24 for \$ _____ each.**
 - **Individual retreat cost is \$ _____**
- **Mental Health Evaluations: \$ _____ total for two years**
 - Based on 1- hour individual evaluation if they choose to use it for the two-year grant period.
 - Hours not can be used for Law Enforcement support staff and families.
 - **Individual evaluation is \$ _____ per hour (21.8 sessions for 2 years)**
- **Individual Counseling: \$ _____ total for two years**
 - Based on 1-hour individual counseling (510 sessions -21.25 sessions a month for 2 years)
 - **Individual counseling cost is \$ _____ per hour**
- **Psychiatry Evaluations: \$ _____ total for two years**
 - Based on 1-hour individual evaluations for the two-year grant period. (21.2 sessions for 2-year period)
 - **Individual psychiatry evaluation is \$ _____ per hour**
- **Medication Management: \$ _____ total for two years**



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- Based on 1-hour management session for the two-year grant period. (512.5 sessions – 21.4 session per month)
- **Individual medication management is \$ _____ per hour**
- **Printing of Brochures/Rack Cards/Business Cards: \$ _____ (year one only)**
 - For distribution at all 21 Stark County Law Enforcement Agencies.
- **Weekly yoga class: \$ _____ total for two years**
 - Open to all Law Enforcement
 - Includes instructor and location
 - Cost is \$ _____ per class based on 52 weeks a year for 2 years
- **Training for Law Enforcement Liaison at the selected proposer: \$ _____ total for two years**
 - EMDR – Eye movement desensitization and reprocessing
 - This training is utilized in the treatment and relief of many types of psychological distress. Will be used for chronic anxiety, re-living of events through flashbacks, nightmares, poor concentration, and other related symptoms of PTSD. EMDR facilitates the shift of the traumatic issue from short-term memory to long-term memory.

****Please provide costs broken down by Year One expenses & Year Two expenses****

Please print legibly or type.

Total Budget Expenses by Year			
Two-year total budget: \$124,400.00			
Year	Category	Description	Cost
Year One	Workshops	Monthly/ 2 hours	\$
	Retreats	Quarterly/ 4 hours	\$
	MH Evaluations	As needed	\$
	Counseling	As needed	\$
	Psych Evaluations	As needed	\$
	Medication Management	As needed	\$
	Brochures	For Officers	\$
	Yoga	Weekly/ 1 hour	\$
	Training	Liaison training	\$
Year Two	Workshops	Monthly/ 2 hours	\$
	Retreats	Quarterly/ 4 hours	\$
	MH Evaluations	As needed	\$
	Counseling	As needed	\$
	Psych Evaluations	As needed	\$
	Medication Management	As needed	\$
	Yoga	Weekly/ 1 hour	\$



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EXHIBIT A

Exhibit to Standard Form of Agreement Between Owner and Contractor

This Agreement is being funded through the use of American Rescue Plan Act (“ARPA”) funds.

As such, there are certain required contract provisions that must be included in contracts and agreements with contractors and subcontractors that are paid using ARPA funds. The contractor, or “Subrecipient”, must comply with all applicable laws listed below.

Subrecipient agrees to comply with all applicable federal, state, and local laws related to Subrecipient’s performance of the obligations of this Agreement and Subrecipient’s acceptance of the above mentioned subaward, including but not limited to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding Subrecipient monitoring and management, subpart E regarding cost principles, subpart F regarding audit requirements and § 200.317-.327 regarding procurement.

In addition, Subrecipient shall comply with the following federal laws, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by



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Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts



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and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Copeland “Anti-Kickback” Act (40 U.S.C. 3145) The Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(K) Procurement of recovered materials A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002



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include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(L) Prohibition on certain telecommunications and video surveillance services and equipment

(a) Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support



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to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(M) Domestic preferences for procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(N) Prevailing Wage

If the performance of this contract involves construction, the Subrecipient and its contractors and subcontractors, regardless of tier, shall strictly comply with their obligation, if any, to pay their employees working on the project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

(O) Bidding of the Project

Purchases under ARPA, including bidding of construction projects, must be procured in accordance with both state law and federal law, and the recipient is required to follow the more restrictive law. For purchases between \$10,000 and \$50,000, the federal law is more restrictive. For purchases over \$50,000, Ohio’s procurement laws are more restrictive and the Subrecipient must follow state law for those purchases.



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(Q) Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, additional conditions, contract suspension or termination procedures will be initiated.

(R) Mandatory Disclosures 2 CFR 200.113

The Subrecipient must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Federal award. Subrecipients that have received a Federal award are required to report certain civil, criminal, an administrative proceedings to the System for Award Management (“SAM”). Failure to make required disclosures can result in any of the remedial activities described in 2 CFR 200.338 including suspension or debarment.

(S) Record Retention and Access

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 and 2 CFR 200 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the ARPA program;
- c. Records required to determine the eligibility of activities;
- d. Adequate documentation to support costs charged to the ARPA Program
- e. Records detailing procurement procedures followed
- f. Records documenting compliance with the equal opportunity components of the ARPA program;
- g. Other records necessary to document compliance

(T) Maintenance and Audit of Records

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the City or its designees and



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the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the City for such payments upon request.

End Exhibit A



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PROPOSER INFORMATION AND SIGNATURE

1. The Proposer shall provide the following information as part of its proposal.

a. Name of Proposer _____

b. Business Address _____

_____ City _____ State _____ Zip

c. Business Telephone Number (____) _____

d. Person, address, email and telephone to whom official notices are to be sent

e. Person, address, email and telephone for further information regarding this proposal

f. State(s) of incorporation (w/dates of incorporation)

g. Principal place of business

i. Federal I.D. Number # _____

2. Form of Business Organization.

____ Corporation ____ Partnership ____ Other



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3. The proposer shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

All of the above, including the signatory to this proposal, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

4. Name and address of other person, firms or companies interested in this contract.

The undersigned certifies that the proposer has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said proposer.

Upon request, the proposer will be expected to amplify the foregoing statements as necessary to satisfy the City concerning his ability to successfully perform the work in a satisfactory manner.

Signed this _____ day of _____, 20____

Proposer

By _____

(Signature of individual, partner or officer signing the proposal.)

Please have this page notarized



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CITY OF CANTON INCOME TAX INFORMATION AND PROVISIONS

1. All vendors shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the vendor is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.
 - e. By entering into contract with the city of Canton the vendor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. The vendor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.



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2. The vendor will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Vendors are encouraged to contact the City of

Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information below.

City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Correspondence Address

P.O. Box 9940
Canton, OH 44711

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

Provision 1

Said _____ hereby further agrees to withhold all city income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

Provision 2

By entering into contract with the city of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
(Ord. 238-2015. Passed 11-30-15.)



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INSURANCE INFORMATION AND REQUIREMENTS

Instructions

All successful proposers will be required to submit the following items per the requirements below:

1. Liability Insurance Certificate
2. Workers Compensation Certificate

(Note: Proposers are encouraged to submit these items with their proposals.)

Insurance Requirements

The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.

- II. The Contractor shall maintain liability insurance and furnish the Safety Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.

- III. In accordance with Item II, the Contractor shall maintain the following insurance:
 1. Workmen's Compensation and Employer's Liability Insurance affording,
 - a. Protection under the Workmen's Compensation Law in the State of Ohio.
 - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.

 2. General Liability Insurance in amounts not less than:
 - a. General Aggregate Limit \$2,000,000.00
 - b. Personal and Advertising Injury Limit \$1,000,000.00



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- | | |
|--------------------------|----------------|
| c. Each Occurrence Limit | \$1,000,000.00 |
| d. Fire Damage | \$ 100,000.00 |
| e. Medical Expense Limit | \$ 5,000.00 |

This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
 - b. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
3. Comprehensive Automobile Liability Insurance in the following minimum amounts:
- a. Bodily Injury and Property Damage
any one accident or loss: \$1,000,000.00

Please Note:

The policy required under this section shall name the City of Canton “**as an additionally named insured**” and shall **contain an endorsement by the insurance carrier providing ten (10) days’ notice to both the City and insured in the event of any change in coverage under the policy.** No less than ten (10) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer. A copy of the foregoing policy shall be filed with the Director of Public Safety.



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CONTRACT COMPLIANCE AND EEO FORMS

Instructions

1. Contract Compliance Requirements:

- a. The successful Proposer shall be required to comply with the City Contract Compliance Program regarding equal employment opportunity.
- b. Please complete and submit with your proposal the Bidder and Contractor Employment Practices Report forms located on the following pages.
- c. **Please be sure to fully complete Section IV. This includes reporting a number for ALL categories even if the answer is zero (0).**

2. Affirmative Action Plan/EEO Policy:

- a. The successful Proposer must submit an “affirmative action plan” and/or “EEO policy.”
- b. If your company does not have a formal EEO policy, please complete the EEO Policy Statement included after the Bidder and Contractor Employment Practices Report.

Note: Proposers are encouraged to submit this information with the proposal packet.



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BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

City of Canton Office of Compliance

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City’s Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

II. VENDOR OR BIDDER INFORMATION

<p>1. Reporting Status</p> <p style="margin-left: 20px;">A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)</p>
<p>2. Name, Address and Telephone Number of Bidder Covered by This Report</p>
<p>3. Name, Address and Telephone Number of Principal Official or Manager of Bidder</p>
<p>4. Name, Address and Telephone Number of Principal Office of Bidder</p>

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed _____



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III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

- A** – Current Practice **B** – Company will immediately adopt this policy
C – Company is unwilling or is unable to adopt policy.

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	



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A B C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

MALE:

FEMALE:

Categories	Overall Total	Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											



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Laborers (un-skilled)											
Service Workers											
Total:											

REMARKS: Please explain any identification data appearing on last the report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on city projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) _____ will take affirmative action to insure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not



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be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

- 4) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name:

Signature:

Title:

Date of Signing: _____



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W9 TAX FORM

Please provide an up to date copy of your Company's W9.



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Section IV: City of Canton Codified Ordinances

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton including but not limited to the following:

1. Chapter 105.06 – Minority contract provision.

a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$_____of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

(Ord.185-2011. Passed 10-31-11.)

2. Chapter 105.12 – Local Bidder Preference.

a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.

c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.



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- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 115-2018. Passed 5-14-18.)

3. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition



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to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

(Ord. 238-2015. Passed 11-30-15.)

4. Chapter 182.30 – Contract Provisions

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax whether a resident or nonresident in the city, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

- b. By entering into contract with the city of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.
- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

(Ord. 238-2015. Passed 11-30-15.)

5. Chapter 507.03 – Equal Employment Opportunity clause.

- b. During the performance of this contract, the contractor agrees as follows:
1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or



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pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.



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7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)