

Request for Proposals

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Analytical Testing Services

Item/Project

Water Reclamation Facility

Responsible Department

Tuesday, March 28, 2023 4:00 PM local time

Proposals Due By

Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

Analytical Testing Services
Water Reclamation Facility

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.

- _____ Cover sheet
- _____ Checklist
- _____ Legal Notice
- _____ General Specifications
- _____ Technical Specifications, Proposal Requirements, and Price Proposal Pages
- _____ Proposer Information/Signature Pages
- _____ Income Tax Requirements
- _____ Insurance Requirements
- _____ EEO Forms and Contract Compliance
- _____ W9 Tax Form
- _____ City of Canton Codified Ordinances
- _____ Statement of Qualifications (Include with Proposal)
- _____ Copy of laboratory results for USEPA's most recent two (2) DMRQA or WP performance evaluations (Include with Proposal)
- _____ Copy of biomonitoring methods (Include with Proposal)
- _____ Copy of quality control and or quality assurance manual (Include with Proposal)

**Analytical Testing Services
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LEGAL NOTICE
Ordinance 276/2022

The Director of Public Service of the City of Canton, Ohio will accept sealed proposals on or before **4:00 PM local time Tuesday, March 28, 2023**, for:

Analytical Testing Services for the Water Reclamation Facility

The City will disqualify any proposal not received on or before 4:00 PM local time on Tuesday, March 28, 2023.

Please submit your entire Proposal electronically via the City's sourcing tool, Vendor Registry. Vendor Registry is free for your use with City sourcing events. Go to <https://www.cantonohio.gov/448/Purchasing-Procurement>, then click on Open Solicitations and post your submission.

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.

Please contact Assistant Director of Purchasing Katie Wise at purchasing@cantonohio.gov if you have any questions regarding this request.

By order of the Director of Public Service: John M. Highman, Jr.

Published in the Canton Repository: March 13 and March 20, 2023

SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** The City of Canton Water Reclamation Facility is seeking proposals and pricing for analytical testing services per the requirements outlined herein.
- 1.2 **Classification:** The successful proposer will provide analytical testing services to the City of Canton Water Reclamation Facility per the stated requirements in this request for proposals.

2.0 GENERAL REQUIREMENTS

- 2.1 This contract will be for a one-year period with up to three one-year extensions at the contract price if requested by the City and mutually agreed to between the selected vendor and the City.
- 2.2 All proposals are required to include fixed firm pricing.
- 2.3 The successful vendor will be selected based on a combination of their submitted proposal materials and pricing. **Price will only be one consideration of the selection.** The City will offer the selected vendor a professional services contract in accordance with the technical specifications and pricing contained within the Request for Proposals.
- 2.4 Questions and Addenda
- 2.4.1 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.
- 2.4.2 All questions should be directed to:
Ms. Katie Wise
City of Canton Purchasing Department
Email: purchasing@cantonohio.gov
- 2.4.3 Proposers are responsible for monitoring the City's website for all official addenda.
- 2.4.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.

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- 2.5 Proposal Pages Instructions: Proposers are required to fill out the proposal pages completely. Failure to do so may result in your proposal being disqualified. Prices shall include all of the requirements listed herein.
- 2.6 Please be advised that when you submit a proposal to the City of Canton, the City will assume that an authorized representative of your company reviewed said proposal to assure that the proposal is correct and/or accurate.
- 2.7 If a Proposer attempts to alter any of the terms and/or conditions of these proposal specifications or the proposal page, the City of Canton may reject said proposal.
- 2.8 The party submitting a proposal is solely responsible for the delivery of the proposal to the specified location prior to the deadline for the receipt of proposals. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of proposals.
- 2.8.1 **Deadline and Submission Procedures:**
Firms interested in being considered for this contract must provide an entire proposal by 4:00 P.M. on Tuesday, March 28, 2023. Proposals received after this deadline will not be considered. Please submit your proposal electronically via the City's sourcing tool, Vendor Registry. Vendor Registry is free for your use with City sourcing events. Go to <https://www.cantonohio.gov/448/Purchasing-Procurement>, then click on Open Solicitations and post your submission.

3.0 INVOICING

- 3.1 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.
- 3.2 Invoice address: All invoices shall be submitted to the address on the Purchase Order.

LABORATORY ANALYSIS TECHNICAL SPECIFICATIONS PROPOSAL
REQUIREMENTS AND PRICING

SECTION 1

The service shall be provided by a company qualified to perform analysis of wastewater for the City of Canton Water Reclamation Facility (WRF). The City requests a statement of qualifications and a copy of your laboratory results for USEPA's most recent two (2) DMRQA or WP performance evaluations.

All wastewater sample analyses shall conform to the procedures listed in 40 CFR 136. Priority pollutant analyses shall be performed for influent, effluent and sludge samples. Results of the priority pollutant analyses shall also be provided on the most recent version of Ohio Environmental Protection Agency (OEPA) form 4117, 4221.

In addition to the priority pollutants, the 10 most prominent peaks of each fraction (excluding priority pollutants and un-substituted aliphatic compounds) shown to be present by peaks on the total ion plots (reconstructed gas chromatograms) more than ten times higher than the adjacent background noise shall be provided. Identification shall be through the use of USEPA/NIH computerized library of mass spectra, with confirmation by an experienced analyst. Quantification may be based on an order of magnitude estimate based upon comparison with an internal standard.

The Proposer's price shall include shipping containers, sample containers, preservatives, custody forms, custody seals, and all necessary reports delivered to the WRF. The Proposer is responsible for pickup of all samples. The successful laboratory must be able to pick up samples at the WRF at no charge given 24 hours advance notice. Chain of custody procedures shall be followed for all samples.

Quality control procedures will include blanks, standards, duplicates and spikes as required. GC/MS tuning data should be available on request. Please include with your proposal a copy of your QA/QC manual. At a minimum, the following topics should be addressed:

- a. Sample Custody
- b. Calibration Procedures and Frequency
- c. Analytical Procedures with PQLs and Detection Limits
- d. Equipment List
- e. Table of Organization (to include levels of management and employee allocation in each section of the laboratory)

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Please list all subcontracted parameters, the laboratory performing these tests and state if any audit results are available for these services as conducted by your QC Manager.

Please list five (5) wastewater treatment facilities located in Ohio, including contact names and telephone numbers, that your firm currently provides analytical services.

SECTION 2

Biomonitoring

Sampling:

The WRF will procure all samples required for biomonitoring.

Testing Requirements:

1. Acute and Chronic Bioassays:

7-day *Ceriodaphnia* Survival and Reproduction Tests and 7-day fathead minnow *Pimphales promelas* Larval Survival and Growth Tests. The tests shall be conducted using 24-hour composite samples of final effluent. All tests shall be renewed on days 1, 3 and 5 using 24-hour composite samples of the final effluent. Endpoints for acute toxicity shall be recorded after 48 hours for *Ceriodaphnia* and after 96 hours for *Pimphales promelas*.

2. Chemical Analysis:

Chemical analysis must be performed on each water sample for bioassay analysis. The analyses detailed in the Final Effluent Limitations and Monitoring Requirements tables shall be conducted for the water sample. In addition, alkalinity and hardness (as CaCO₃) shall also be measured. Chemical analyses must comply with Ohio EPA accepted procedures.

Data Review:

1. The tests shall be conducted using procedures contained in the Ohio EPA Quality Assurance Manual (or current revisions). Any requests to use a different methodology must be approved by the OEPA prior to the initiation of testing.
2. The laboratory shall determine a median lethal concentration (LC50) and /or media effective concentration (EC50) for acute and chronic bioassays, and a lowest observed effect concentration (LOEC) and a no observed effect concentration (NOEC) for chronic bioassays for each test species.
3. Effluent concentrations (required by OEPA) shall be used in each effluent bioassay. Dilution and control water shall be collected as a grab sample at a site upstream of the outfall (outside the zone of effluent and receiving water interaction). Reconstituted water or rearing unit water (Water in which the test organisms were reared) shall be used as a second dilution and control water in the event that receiving stream water as described above shows signs of toxicity.

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USEPA Bioassay Performance Evaluation shall be analyzed by the lab at no cost to the City.

If, in any control (rearing or ambient), more than 10 percent of the test organisms die in 96 hours, or more than 20 percent of the test organisms die in 7 days that test (control and effluent) shall be repeated.

Reporting:

All bioassay results (5 copies) shall be submitted to the WRF to be included with Monthly Operating Report (MOR) no later than 20 days following the sampling date. Results to be reported for acute bioassays include:

1. Cover page which provides condensed test results for easy reference of permit compliance.
2. Name of testing laboratory.
3. Effluent tested and source.
4. Receiving water used.
5. Dates and times of sample collection.
6. Collector(s) name(s).
7. Type of bioassay.
8. Test organisms used.
9. Test organisms origin and acclimation process.
10. Number of organisms per container and per concentration.
11. Test containers size, number per concentration, and depth of test solution.
12. Concentration tested and volume.
13. Test temperature.
14. Results of chemical analyses.
15. Results of physicochemical measurements taken.
16. Definition of adverse effects measured in test (endpoints).

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17. Number of organisms in each concentration showing the adverse effects at specified times.
18. Median lethal concentrations and/or the median effective concentrations at 24, 48, 72 and 96 hours, and confidence limits, and methods used for these calculations.
19. Any other relevant information.

Results to be reported for chronic bioassays include the above results for acute bioassays and:

1. All raw data obtained in the bioassays concerning test organism survival, growth of fathead minnow larvae, and reproduction of the daphnid species. The raw data shall be in tabular form according to date and effluent concentrations or receiving water locations.
2. Median lethal concentrations and/or the median effective concentrations for each day of the chronic bioassays.
3. Effluent concentrations or receiving water locations which result in significantly reduced growth of fathead minnow larvae and reproduction of ceriodaphnia.
4. The median effective concentrations that cause reduction in fathead minnow growth and daphnid reproduction.
5. Average daily discharge of the effluent(s) of concern and the receiving water during the bioassay sampling.
6. The seven-day flow with a ten-year recurrence interval (7Q10) of the receiving water.

Please include a copy of your biomonitoring methods and quality control manual.

The WRF requires that the bioassay and bioassay chemistry be performed by the same laboratory.

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Pricing

1. Acute and Chronic Bioassay *Ceriodaphnia* \$ _____ ea. Descriptive Report
2. Acute and Chronic Bioassay *Pimphales promelas* \$ _____ ea. Descriptive Report
3. Acute Bioassay *Ceriodaphnia* \$ _____ ea.
4. Chronic Bioassay *Ceriodaphnia* \$ _____ ea. Descriptive Report
5. Acute Bioassay *Pimphales promelas* \$ _____ ea.
6. Acute Screening Testing \$ _____ ea.

NOTE: In the event of test failure attributable to the test laboratory, the test laboratory shall be responsible for retesting at no additional cost to the WRF.

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SECTION 3

Analytical Parameters by Grouping

Physical and Aggregate Properties

<u>Parameter</u>	<u>Price/Test</u>
1. Color	_____
2. Turbidity	_____
3. Acidity	_____
4. Alkalinity	_____
5. Hardness, Calcium	_____
6. Hardness, Total	_____
7. Conductivity	_____

Solids

<u>Parameter</u>	<u>Price/Test</u>
1. Total Solids	_____
2. Total Dissolved Solids	_____
3. Total Suspended Solids	_____
4. Suspended Solids Volatile	_____
5. Percent Solids	_____
6. Percent Volatile Solids	_____
7. Specific Gravity	_____
8. Paint Filter Test	_____
9. Viscosity	_____
10. Flash Point	_____
11. BTU	_____
12. Particle Size Suspended Solids (>2mm)	_____
13. Sulfur, Total (SW 9056)	_____

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Inorganic Non-Metals

<u>Parameter</u>	<u>Price/Test</u>
1. Boron	_____
2. Bromide	_____
3. Cyanide, Amenable to Chlorination	_____
4. Cyanide, Free (ASTM D-7237-10)	_____
5. Cyanide, Reactive	_____
6. Cyanide, Total	_____
7. Chloride	_____
8. Fluoride	_____
9. pH	_____
10. Iodine	_____
11. Iodide	_____
12. Nitrogen, Ammonia	_____
13. Nitrogen, Nitrite	_____
14. Nitrogen, Nitrate	_____
15. Nitrogen, Nitrate-Nitrite	_____
16. Nitrogen, Total Kjeldahl	_____
17. Nitrogen, Total Organic	_____
18. Phosphorus, Total	_____
19. Dissolved Phosphorus, Total	_____
20. Phosphorus, Ortho (Reactive)	_____
21. Dissolved Phosphorus, Ortho (Reactive)	_____
22. Phosphorus, Acid-Hydrolyzable	_____
23. Dissolved Phosphorus, Acid Hydrolyzable	_____
24. Silica	_____
25. Sulfide, Dissolved	_____
26. Sulfide, Total	_____
27. Sulfide, Reactive	_____
28. Sulfite (Estimate)	_____
29. Sulfate	_____
30. Inorganic Carbon	_____

Aggregate Organic Constituents

<u>Parameter</u>	<u>Price/Test</u>
1. BOD – 20 day	_____
2. BOD – 5 day	_____
3. CBOD – 5 day	_____
4. COD	_____
5. Total Organic Carbon (TOC)	_____
6. Oil and Grease 1664	_____
7. Oil and Grease 1664 (RAS)	_____
8. Oil and Grease Silica Gel Treated 1664	_____
9. Total Petroleum Hydrocarbons (SM 5520)	_____
10. Total Phenolics (420.1)	_____

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- 11. Anion/Cation Balance (Calculation) _____
- 12. Surfactants, MBAS _____
- 13. Surfactants, CTAS _____

Metals by Flame AA Analysis, GFAA, ICP, ICP-MS

<u>Parameter</u>	<u>Price/Test</u>
1. Aluminum	_____
2. Antimony	_____
3. Arsenic	_____
4. Barium	_____
5. Beryllium	_____
6. Bismuth	_____
7. Cadmium	_____
8. Calcium	_____
9. Cesium	_____
10. Cerium	_____
11. Chromium, Total	_____
12. Chromium, Hexavalent	_____
13. Cobalt	_____
14. Copper	_____
15. Gold	_____
16. Indium	_____
17. Iron	_____
18. Lanthanum	_____
19. Lead	_____
20. Lithium	_____
21. Magnesium	_____
22. Manganese	_____
23. Mercury (Method 245.1)	_____
24. Molybdenum	_____
25. Nickel	_____
26. Osmium	_____
27. Palladium	_____
28. Potassium	_____
29. Radium, Total	_____
30. Radium 226 (Method 903.0)	_____
31. Radium 228 (Method 903.1)	_____
32. Radium 228 (Method 904.0)	_____
33. Rubidium	_____
34. Selenium	_____
35. Silver	_____
36. Sodium	_____
37. Strontium	_____
38. Tantalum	_____
39. Thallium	_____

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40. Tin	_____
41. Titanium	_____
42. Tungsten	_____
43. Uranium	_____
44. Vanadium	_____
45. Zinc	_____
46. Zirconium	_____

Radiological Parameters

<u>Parameter</u>	<u>Price/Test</u>
1. Gross Alpha	_____
2. Gross Beta	_____

Bacteriological Parameters

<u>Parameter</u>	<u>Price/Test</u>
1. Total Coliform	_____
2. Fecal Coliform Membrane Filter	_____
3. E. Coli	_____
4. Total Plate Count	_____

Group Discount Pricing

<u>Parameter</u>	<u>Price/Test</u>
1. NPDES Metals Group (Ba, Cd, Cr, Cu, Pb, Ni, Se, Zn)	_____
2. RCRA Metals Group (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	_____

When quoting prices for Section 3, assume all parameters to be analyzed in a wastewater matrix. Please list any additional surcharges for the testing of soil, sludges and solids.

Blanket discount rate for additional inorganic analytical testing not listed herein _____%

Blanket discount rate for additional metallic testing not listed herein _____%

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SECTION 4

Priority Pollutants Analysis

<u>Parameter</u>	<u>Price/Test</u>
1. Analysis of 31 Volatile Organic Compounds – Method 624	_____
2. Analysis of 46 Base Neutral Compounds – Method 625	_____
3. Analysis of 11 Acid Fraction Compounds – Method 625	_____
4. Analysis of 26 Pesticide/Herbicide Compounds – Method 608	_____
5. Analysis for PCB's – Method 608	_____
6. Metals (14)	_____
7. Hardness (as CaCO ₃)	_____
8. BTEX – (Method 624)	_____
9. Total Cyanide	_____
10. Total Phenolics (420.1)	_____
11. Mass Spectral Library Search for Determining the “Ten Most Prominent Peaks” on all Fractions – Base/Neutral and Acid – Method 625	_____
12. Mass Spectral Library Search for Determining the “Ten Most Prominent Peaks” on a Single Fraction – Base/Neutral or Acid - Method 625	_____
13. Total Toxic Organics – Method 624, 625, and 608	_____
14. Individual Volatile Organic Compound – Method 624	_____
15. Individual Base/Neutral/Acid Compound – Method 625 (semi-volatile compounds – SVOC)	_____
16. Individual Pesticide/Herbicide Compound – Method 608	_____
17. Individual PCB Compound – Method 608	_____
18. Total Cost of Priority Pollutant Analysis for the following 3 samples:	_____*
- Raw Influent	
- Final Effluent	
- Sludge	

* Note: Analyses required for priority pollutant samples are: CN (total), Total Phenolics, Priority Pollutant Metals, Hardness, Priority Pollutants Organics including the Ten Most Prominent Peaks and all results reported on the most recent version of OEPA Form 4117, 4221.

Blanket Discount Rate for Additional Testing not listed herein: _____ %

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SECTION 5

TCLP Extraction and Analysis

Parameter

1. TCLP Extraction for Metals/SVOCs/Pesticides
2. Analysis of 8 RCRA Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)
3. Analysis of Semi-volatile Fraction
4. Analysis of Pesticide Fraction
5. TCLP Zero Headspace Extraction
6. Analysis of Volatile Fraction
7. Total Price for Full TCLP

Price/Test

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SECTION 6

Mercury - Method 1631

<u>Sample Type</u>	<u>Unit Price</u>
Actual Sample	_____
Sample Duplicate	_____
Field Blank	_____
	_____ Total

NOTE: Price includes all bottles, coolers, shippers, and any other necessary items required for Method 1631. The WRF assumes that each sample submitted for Method 1631 will be comprised of the 3 components listed above.

Mercury - Method 245.7

<u>Sample Type</u>	<u>Unit Price</u>
Actual Sample	_____
Sample Duplicate	_____
Field Blank	_____
	_____ Total

NOTE: Price includes all bottles, coolers, shippers, and any other necessary items required for Method 245.7. The WRF assumes that each sample submitted for Method 245.7 will be comprised of the 3 components listed above.

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SECTION 7

Turnaround Times & Rush Charge

Normal Turnaround

Metals	_____	Working Days
Inorganics	_____	Working Days
VOC's	_____	Working Days
Pesticides & Herbicides	_____	Working Days
PCB's	_____	Working Days
Semivolatiles (SVOC's)	_____	Working Days
Mercury (Method 1631)	_____	Working Days

State rush turnaround times and conditions for your lab along with % increase.

24 Hours _____

48 Hours _____

72 Hours _____

1 Week _____

Specifically for Mercury (Method 1631), state rush turnaround times and conditions for your lab along with % increase.

5 - 7 Working Days _____

7 - 12 Working Days _____

Addenda Acknowledgement

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

Addenda Number(s) _____

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

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.
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.

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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.)

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

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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 Service.

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

1. Reporting Status A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder
4. Name, Address and Telephone Number of Principal Office of Bidder

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.	
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.	

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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)											
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.

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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 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.

CITY OF CANTON CODIFIED ORDINANCES

Proposers 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.

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.

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(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 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

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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 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

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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.
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:

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- 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.)