

Invitation to Bid

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

Custodial Cleaning Services for Various City Buildings

Item/Project

Building Maintenance Department

Responsible Department

Tuesday, January 16, 2024 on or before 2:00 PM local time

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

**Custodial Cleaning Services for Various City Buildings
Building Maintenance Department**

LEGAL NOTICE
Supply Ordinance

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Tuesday, January 16, 2024**, for the purpose of purchasing a:

Custodial Cleaning Services for Various City Buildings

The City will disqualify any bid not received on or before 2:00 PM local time on Tuesday, January 16, 2024. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Sixth Floor Conference Room of Canton City Hall is the location for the bid opening.

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

A certified check, cashier's check or surety bond made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted. The Bidder shall verify the certified check, cashier's check or bid bond for five hundred dollars (\$500.00). The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his \$500.00 security, the City will disqualify the bid. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

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

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

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

The bidder is responsible for monitoring the above named website for any official addenda.

It is requested that the bidder print the entire Invitation to Bid and submit an original bid packet in its entirety.

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

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

Published in the Canton Repository: December 29, 2023 and January 5, 2024

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Section I: Table of Contents and Bidder's Checklist

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. 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 bid. This checklist should be returned with your bid.

- _____ Cover sheet
- _____ Legal Notice
- _____ Section I: Table of Contents and Bidder's Checklist
- _____ Section II: Bid Forms and Instructions
 - _____ Bid Form Instructions
 - _____ Bid Form 1: Bidder and Contractor Employment Practices Report
 - _____ Bid Form 2: Authority of Signatory
 - _____ Bid Form 3: Bid Guaranty
 - _____ Bid Form 4: Bidder Information
 - _____ Bid Form 5: Non-Collusion Affidavit
 - _____ Bid Form 6: Insurance Requirements
 - _____ Bid Form 7: Affidavit for Foreign Corporations
 - _____ Bid Form 8: Personal Property Tax Certification (ORC 5719.042)
 - _____ Bid Form 9: Certification – Auditor of the State of Ohio
 - _____ Bid Form 10: Articles of Incorporation
 - _____ Bid Form 11: W9 Tax From
- _____ Section III: City of Canton Income Tax Information
- _____ Section IV: Canton Codified Ordinances
- _____ Section V: Bid Specifications
- _____ Section VI: Proposal and Signature Pages
- _____ Exhibit A: Qualification Form for Past Five Years (Page 42)

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Section II: Bid Forms and Instructions

Bid Form Instructions

Failure to submit bid forms 1 through 6 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 7 through 11 will be required of the successful bidder but may be submitted after the awarding of the contract.

*****The City of Canton does encourage bidders to submit all bid forms with their bids*****

Bid Form 1: Bidder and Contractor Employment Practices Report

This form is designed to provide an evaluation of a bidder's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful bidder does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

Bid Form 2: Authority of Signatory

The authority of the bid signatory must be established. Bid Form 2 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and instructions as to how signature authority is commonly established.

Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

Bid Form 4: Bidder Information

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the City after the receipt of bids. Low bidders may be interviewed by the City and shall furnish such information as the City may deem necessary to consider prior to making an award.

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Bid Form 5: Non-Collusion Affidavit

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided.

Bid Form 6: Insurance Requirements

The successful bidder will be required to have the required insurance as outlined in Bid Form 6 and should be prepared to submit proof thereof.

All bidders would be well advised to consult their insurance agents as soon as possible so that all questions and concerns can be given due consideration.

Bid Form 7: Affidavit for Foreign Corporations

A successful bidder who is a foreign corporation, (**a corporation not chartered in the State of Ohio**), will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

Bid Form 8: Personal Property Tax Certification (ORC 5719.042)

This form/certification must be retyped on the successful bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

Bid Form 9: Certification – Auditor of the State Of Ohio

This form is used to certify that the bidder does not have outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio.

Bid Form 10: Articles of Incorporation

The successful bidder may be required to submit a copy of the company's articles of incorporation.

Bid Form 11: W9 Tax Form

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

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Bid Form 1: Bidder and Contractor Employment Practices Report

**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 the last 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 ensure 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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Bid Form 2: Authority of Bid Signatory

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

_____ The party bidding is a sole partnership.

_____ The party bidding is a partnership and the party signing is one of the partners.

_____ The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

_____ Signatory authority is evidenced by other means noted below:

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Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

The Bidder shall verify the **certified check, cashier's check or bid bond for five hundred (\$500.00) dollars**. The City of Canton will **only accept original checks and bid bonds**. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$500.00 security, the City will disqualify the bid.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Please place your bid guaranty at the front of your submitted bid.

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Bid Form 4: Bidder Information, Page 1

1. The Bidder shall provide the following information as part of its bid.

a. Name of Bidder _____

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 _____

h. Federal I.D. Number # _____

i. Amount of Certified Check, Cashier's Check, Bid Bond \$ _____

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Bid Form 4: Page 2

2. Form of Business Organization.

____ Corporation

____ Partnership

____ Other

3. The bidder 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 bid, 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.

_____	_____
_____	_____
_____	_____
_____	_____

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

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Bid Form 5: Page 2

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

Affiant

Sworn to and subscribed before me this _____ day of

_____, 20 ____.

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

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Bid Form 6: Insurance Requirements, Page 1

Instructions

All successful bidders will be required to possess the following items per the requirements below and should be prepared to submit proof thereof:

1. Liability Insurance Certificate
2. Worker's Compensation Certificate

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 Owner 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 Worker'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. Worker's Compensation and Employer's Liability Insurance affording,
 - a. Protection under the Worker'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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Bid Form 6: Page 2

3. Commercial Automobile Liability Insurance in the following minimum amounts:
- a. Bodily Injury and Property Damage
any one accident or loss: \$1,000,000.00

VI. This insurance shall:

- 1. include coverage for the liability assumed by Contractor under Item I (Indemnity);
- 2. be evidenced by Certificates of Insurance furnished by the Contractor that show by specific reference that each of the foregoing items have been provided for;
- 3. not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
- 4. provide the City of Canton **“additional insured status”** and shall **contain an endorsement by the insurance carrier providing thirty (30) days’ notice to both the City and insured in the event of any change in coverage under the policy.** No less than thirty (30) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.

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Bid Form 7: Bidder's Affidavit: Foreign Corporation

***Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that _____ is a foreign corporation incorporated in the State of _____, whose principal place of business is _____ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is _____
(name and address)

_____.

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

Date

Signed

Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.

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Bid Form 8: Personal Property Tax Certification (ORC 5719.042)

NOTE: The below form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.

Office of the Auditor
City of Canton
218 Cleveland Avenue S.W., 2nd floor
Canton, OH 44702

To Whom It May Concern:

(A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

(C) It is understood that, under Ohio law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Company

Signatory

Secretary

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

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Bid Form 9: Certification: Auditor of the State of Ohio

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio as defined

by Ohio Revised Code (ORC) Section 9.24 as of _____.
(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

**Custodial Cleaning Services for Various City Buildings
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Bid Form 10: Articles of Incorporation

Please provide a copy of the company's articles of incorporation. The City of Canton may request this information if it is not provided.

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Bid Form 11: W9 Tax Form

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

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Section III: City of Canton Income Tax Information

1. All successful bidders 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. Vendors 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 on the following page.

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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

3. 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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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.

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 and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

(Ord. 137-2023. Passed 9-25-2023.)

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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.)

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Section V: Bid Specifications

SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** The City of Canton Building Maintenance Department is seeking bids for a one (1) year service contract for custodial cleaning services at several City owned buildings. There shall also be the option for four (4) additional one (1) year extensions if mutually agreed upon in writing by the City of Canton and the successful bidder.
- 1.2 **Classification:** The successful bidder will provide basic custodial cleaning services at various City owned building locations per the specifications, terms and conditions included in this bid packet, proposal page and the resulting contract.

2.0 APPLICABLE PUBLICATIONS & STANDARDS

- 2.1 N/A

3.0 REQUIREMENTS

3.1 General Requirements

- 3.1.1 **Price:** All bidders are requested to bid fixed, firm pricing for the duration of the initial contract(s) in the spaces provided on the proposal pages. Bids subject to an escalator clause will not be considered. Fixed, firm pricing shall also apply to any potential one-year contract extensions.
- 3.1.2 **Term**
 - 3.1.2.1 Contracts resulting from this bid are to be one-year service contracts, with the option of four (4) additional one (1) year extensions if mutually agreed upon in writing by the City of Canton and the successful bidder.
 - 3.1.2.2 The initial term of the resulting contract(s) shall begin on Monday, March 25, 2024. The successful bidder shall be prepared to begin cleaning services for the City of Canton on that day.
- 3.1.3 **Quality:** All bids must meet the minimum specifications listed herein.
- 3.1.4 The City of Canton reserves the right to award multiple contracts as a result of this bid and to split the award between multiple vendors if it is in the best interest of the City to do so.
- 3.1.5 **Non-Exclusivity:** The City of Canton reserves the right to contract for the same or similar items covered in this bid from additional vendors not awarded contracts resulting from this bid if found to be in the best interest of the City.

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- 3.1.6 The successful bidder shall be required to comply with the insurance requirements contained in the bid packet and resulting contract.
- 3.1.7 The successful bidder shall perform all work in a workmanlike manner and shall observe and comply with all Federal, State and City of Canton laws, ordinances and regulations.
- 3.1.8 A list of a minimum of five (5) accounts stating custodial experience is to be submitted as part of the Invitation to Bid packet enclosed as Exhibit A.
- 3.1.9 In addition to bid price to determine the lowest and best bidder, the City of Canton will also consider, at a minimum; ability, reputation, experience and previous quality of performance of the bidders.
- 3.1.10 The successful bidder must have a minimum staff of nine (9) full time equivalent employees in order to be considered for this contract. For the purposes for this contract, a full time employee shall mean a forty (40) hours per week employee. Full time employees will cover each bid location.
- 3.1.11 No bidder shall have a non-compete clause with any other company.
- 3.1.12 The winning bidder must be able to mobilize their crews within 30 days of contract award and begin actual cleaning services on the contract start date of March 25, 2024.
- 3.2 Custodial Cleaning Specifications
- 3.2.1 The successful bidder shall furnish to the City of Canton all labor, equipment (in good repair), chemicals and materials (with the exception of those listed in 3.2.8) for custodial cleaning services for the following locations per the prices set forth on the proposal page:
- City Hall located at 218 Cleveland Ave. SW, Canton, OH 44702
 - Treasurer's Office/Income Tax located at 424 Market Ave. N, Canton, OH 44702
 - Police Training Academy located at 1430 Cherry Ave. SE Canton, OH 44707
 - Centennial Plaza Restrooms located at 330 Court Ave NW, Canton, OH 44702, to be cleaned after an event is held at the Plaza.
- 3.2.1.1 The cleaning of the restrooms at Centennial Plaza will be an option bid item. It will be at the City's discretion whether or not to award this particular optional item. In 2023, there were approximately 25-30 events held at the Plaza. The approximate number of annual events in the future will be 40-50. We anticipate having events Wednesday-Saturday every week June through August, plus other events (Sundays, other months, etc.) There will be no guarantee as to exactly how many events are held at the Centennial Plaza each year.
- 3.2.1.3 Disinfecting shall be done on high touch point areas at all cleaning locations.
- 3.2.2 Areas to be cleaned at each location shall include, but may not be limited to, entryways, lobbies, corridors, restrooms, common areas, courtrooms, conference rooms, offices, stairwells, elevators and janitor closets.
- 3.2.3 The cleaning services at City Hall shall include, but not limited to, cleaning for Canton Municipal Courts, Jury Rooms, Police Department, City Council Chambers and the Office Tower (Floors 2-8).

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- 3.2.4 The successful bidder shall provide custodial cleaning services five days per week on the main floor and office tower of City Hall and seven days per week at the Police Department also located at City Hall. The cleaning that will take place on the weekends and any applicable holidays shall only be conducted in the common areas, such as the lobby and where the general public has access. Cleaning will not be required in the individual Police Department offices where there are no employees on the weekend or holidays.
- 3.2.4.1 Cleaning services will take place on the Police Floor on Saturdays and Sundays.
- 3.2.4.2 There may be infrequent occasions where extra cleaning services will be requested due to special events or emergencies. Pricing for this is noted separately on the proposal page.
- 3.2.5 Custodial cleaning services shall be provided five (5) days per week at the Treasurer's Office/Income Tax Office.
- 3.2.6 Custodial cleaning services shall also be provided two (2) days per week at the Police Training Academy.
- 3.2.7 Cleaning services shall take place between the hours of 6:00am-10:00pm. All cleaning crews must be completed and out of the buildings by 10:00pm.
- 3.2.8 The City of Canton shall supply all trash can liners, paper supplies, hand soaps and specialty cleaners for removing tar or other exceptional industrial mishaps.
- 3.2.9 No service shall be provided on the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 3.2.9.1 Also, City of Canton offices are closed on Martin Luther King Jr. Day, President's Day, Good Friday, Juneteenth, Veteran's Day and the Day after Thanksgiving.
- 3.2.9.2 The Police Department will be cleaned on these designated holidays. The cleaning that will take place on the weekends and any applicable holidays shall only be conducted in the common areas, such as the lobby and where the general public has access. Cleaning will not be required in the individual Police Department offices where there are no employees on the weekend or holidays.
- 3.2.9.3 If necessary, a substitute cleaning date can be used as mutually agreed upon by both parties if the cleaning date falls on a holiday observed by the City.
- 3.2.10 The successful bidder shall be aware that offices may be occupied during the course of their cleaning.
- 3.2.11 All cleaning services shall be performed in a safe and professional manner.
- 3.2.12 The successful bidder shall be responsible for all damages to persons or properties which occur as a result of negligence in connection with the execution of the work being performed.

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- 3.2.13 All applicable safety, health and fire regulations shall be complied with during the full term of the resulting contract and possible contract renewal.
- 3.2.14 For all operations which require the placement and movement of the successful bidder's equipment, all employees will observe and exercise all necessary caution and discretion in order to avoid injury to persons, damage to property and interference with the public and City of Canton personnel.
- 3.2.15 The successful bidder shall be responsible for providing notice of and protection from certain hazards; this will include placement of signs, ropes or other barriers around all work areas.
- 3.2.16 The successful bidder shall not use any equipment or products which may be damaging to the surfaces upon which they are to be applied.
- 3.2.17 The successful bidder shall report any and all damage found to the Canton Building Maintenance Department at 330-489-3275.
- 3.2.18 The successful bidder shall staff a Supervisor who is to be on site at all times while cleaning services are being performed at the City's buildings.
- 3.2.19 The successful bidder may be issued keys and key fobs, if needed, to all areas in which custodial cleaning services are to be performed. The contractor shall not duplicate any of the keys issued.
- 3.2.19.1 In the event that a key is lost, the contractor must notify the Canton Building Maintenance Department immediately. The contractor shall pay for any costs incurred for the replacement of all locks and keys.
- 3.2.19.2 In the event that a key fob is lost, the contractor must notify the Canton Building Maintenance Department immediately. The contractor shall pay for the cost of the replacement key fob.
- 3.2.19.3 At the expiration/termination/cancellation of the contract, the contractor must surrender all keys and key fobs issued.
- 3.2.20 In inclement weather, additional cleaning of lobbies and entrances must be provided to insure cleanliness and safety.
- 3.2.21 The successful bidder shall provide all proper safeguards, i.e., personal protection items (steel toed boots, safety glasses, face shields, latex gloves, etc.), properly equipped machinery with all recommended safety guards, and shall assume all risks in performing the work for which the successful bidder is legally responsible.
- 3.2.22 The successful bidder shall have a minimum of a one (1) day Porter at City Hall in case of emergencies. The Porter shall be on site from 7:00am-4:00pm. It is possible that the Day Porter may be utilized at one of the locations other than City Hall. Their responsibilities will be to clean as assigned in the daytime. The evening cleaners will have their own areas to clean as assigned.

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3.2.23 All trash receptacles located outside of each City location shall be emptied every day.

3.3 Cleaning Personnel and Security Requirements

3.3.1 Cleaning personnel are required to wear uniforms indicating that they are employed by the successful bidder.

3.3.2 The cleaning personnel shall also wear an identification badge with the employee's name, company name and, if possible, a photograph.

3.3.3 The cleaning personnel shall only be permitted in work areas to which they are assigned.

3.3.4 The successful bidder and all of its employees will be required to undergo and pass a background check before they are eligible to provide cleaning services for the City of Canton.

3.3.4.1 If any employee of the successful bidder has an open/pending case at the Canton Municipal Court while assigned to clean the Courts or any of its accompanying rooms/offices, they will be prohibited from working in the Court area until their case is closed and the employee is deemed responsible to work in that environment.

3.3.4.2 The successful bidder will be required to update their employee roster to the Court Administrator and the Building Maintenance Department anytime that a new employee is assigned to clean the Court area.

3.3.5 The City of Canton reserves the right to prevent any employee of the successful bidder from entering the Police Department or Courts area per the background check or similar verification.

3.3.6 Any employee of the successful bidder may be prohibited for any reason from working in any area of the City of Canton's locations listed in this bid.

3.4 Approximate Cleanable Square Footage of Locations

3.4.1 Bids that are submitted are to include each of the following buildings:

<u>Location</u>	<u>Approximate Cleanable Square Footage</u>
Canton City Hall	152,368
Treasurer's Office/Income Tax	9,360
Police Training Academy	4,206
Centennial Plaza Restrooms	2,000
Police Department at City Hall	31,044

3.5 Cleaning Services to be done each day that service is provided at City Hall; the Treasurer's Office/Income Tax; the Police Training Academy:

3.5.1 The following tasks shall be completed on a daily basis:

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1. Empty waste receptacles, paying special attention to cleaning soil from the outside and inside of the receptacle, remove trash to an assigned point.
2. Spot dust office furniture, equipment and horizontal surfaces with a treated cloth.
3. Spot dust all sills and rails.
4. Spot whisk fabric upholstered furniture.
5. Clean counters and tables in courtrooms, offices and break rooms.
6. Dust mop and damp mop all resilient floors with germicidal cleaner.
7. Vacuum all carpeted floors and mats, paying special attention to knee wall areas and edges, and spot clean minor stains. This includes the elevators.
8. Clean, sanitize and service all restrooms. A germicidal cleaner is to be used in disinfecting wash basins, toilets, urinals, partitions and floors. Toilet paper, paper towel, sanitary napkin and soap dispensers to be filled with supplies furnished by the City. Empty sanitary napkin receptacles.
9. Clean and sanitize drinking fountains.
10. Spot clean walls, light switches, door partitions and carpet protectors.
11. Spot clean finger prints on door and partition glass.
12. Keep janitor closet clean and orderly.
13. Report malfunctioning equipment such as burned out lights and inoperative plumbing fixtures to Building Maintenance.
14. Turn out all unnecessary lights while working.
15. Wash all entrance glass inside and out.

3.6 Cleaning Services to be done each week service is provided at City Hall; the Treasurer's Office/Income Tax; the Police Training Academy:

3.6.1 The following tasks shall be completed on a weekly basis:

1. Dust all horizontal and vertical surfaces.
2. Dust door jambs.
3. Dust, sweep and damp mop stairwells.
4. Clean and polish elevator tracks (if applicable at that location).

3.7 Cleaning Services to be done at the Centennial Plaza Restrooms after each event held at Centennial Plaza. This is an optional bid item. It will be at the City's discretion whether or not to award this particular optional item.

- 3.7.1
1. Clean toilets/urinals.
 2. Clean sinks.
 3. Mop floors.
 4. Refill toilet paper and paper towels.
 5. Fill soap dispensers
 6. Wash wall, stalls and floor
 - ❖ The Centennial Plaza restrooms include 9 urinals, 8 faucets and 12 toilets.

3.8 Cleaning Services to be done each quarter service is provided, for all locations (except for Centennial Plaza Restrooms):

3.8.1 The following tasks shall be completed on a quarterly basis:

1. Machine buff resilient floors.
2. Dust/vacuum all air vents and air returns.
3. Dust and damp mop all storage and equipment areas.

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3.9 Additional Services for all locations, as needed:

- 3.9.1
 - 1. All vinyl floors to be stripped, waxed and buffed once per year (May).
 - 2. All carpet to be steam cleaned twice per year (April and October).
 - 3. Window cleaning inside twice per year (January and June).
 - 4. Deep scrub ceramic tile and then seal tile and grout once per year (August).
 - 5. Clean all window blinds in place three times per year (February, July, December).

3.10 Flooring Square Footage Breakdown by Flooring Type:

3.10.1 Listed is a breakdown of the carpet vs. the tile square footage at the various locations. These footages are approximate:

Police Training Academy:
Carpet-3,780 sf
Tile-420 sf

City Hall:
Carpet-42,964 sf
Tile-53,460 sf

Income Tax:
Carpet-7,720 sf
Tile-2,340 sf

3.11 Optional Bid Items on Proposal Page

3.11.1 Please provide a pricing percentage reduction on the proposal page for the optional bid item of emptying one central waste receptacle in each department of each location in order to potentially replace the need for emptying each individual waste receptacle throughout each location.

3.11.1.1 This should be a percentage reduction from your Total Cost per Year as this will save time by only emptying one central trash can per department, not emptying all cans.

3.11.1.2 There would be 20 centralized trash cans at City Hall, 2 centralized trash cans at Treasurer's Office/Income Tax and 1 centralized trash cans at the Police Training Academy.

3.11.3 Please also provide pricing on the proposal page for the optional bid items of Cleaning of Restrooms at Centennial Plaza for Special Events.

3.12 Contract Non-Performance and Cancellation

3.12.1 If it is determined by the City of Canton that a contractor has failed to perform or otherwise breached their contract with the City, the City will give notice to the contractor of said non-performance or breach, and the contractor will have thirty (30) days from the

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time of said notice to remedy the non-performance or breach to the complete satisfaction of the City of Canton.

- 3.12.2 If a non-performance or breach is not remedied pursuant to specification 3.11.1, the City of Canton reserves the right to terminate the contract and re-award to a different contractor.
- 3.12.3 [Termination for Convenience](#): This Agreement may be terminated by either party for any reason or no reason, whether or not extended beyond the initial term, by giving the other party written notice ninety (90) days in advance.

4.0 SAMPLING, INSPECTION, AND TEST PROCEDURES

- 4.1 **A tour of the buildings identified herein will be held on Thursday, January 4, 2024 at 9:00am. Interested bidders that will be taking the tour are to meet in the 6th floor conference room of Canton City Hall (218 Cleveland Ave. SW, Canton, OH 44702) at 9:00am.**
- 4.2 The purpose of the tour is to provide the bidders with the opportunity to inspect, examine and assess the buildings in order to prepare their bids. While this tour is not mandatory, it is recommended that the bidder send a representative in order to obtain information regarding the locations.
- 4.3 The City of Canton reserves the right to inspect the progress of all custodial cleaning services as deemed necessary.

5.0 BILLING AND INVOICING

- 5.1 Billing and Invoicing
 - 5.1.1 All time, labor, material and equipment costs are to be included in rates quoted for services on the proposal page.
 - 5.1.2 Invoice shall be submitted monthly and show the City's purchase order number, a brief description of the services provided, the location of the cleaning and the total amount due.
 - 5.1.3 Invoice address: All invoices shall be submitted to the address on the purchase order.
 - 5.1.4 The successful bidder(s) shall allow thirty (30) days from the invoice date for payment.
 - 5.1.5 Contract rates may be increased or decreased but only at the renewal date of the contract, if either party can adequately document and justify such a change. Any contract rate change must be agreed to by both parties and an addendum to the original contract must be issued to reflect such a change. Therefore, a rate change is only valid if the addendum is signed by authorized individuals from both parties.

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6.0 NOTES

- 6.1 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 the Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.
- 6.2 Award Process
- 6.2.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best bidder.
- 6.2.2 The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton. The Board of Control and Director of Public Service reserve the right to waive minor deficiencies contained within a bid.
- 6.3 Questions and Addenda
- 6.3.1 All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the Invitation to Bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
- 6.3.2 All questions should be directed to:
Katie Wise
City of Canton Purchasing Department
Email: purchasing@cantonohio.gov
- 6.3.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.
- 6.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.4 Proposal Page Instructions
- 6.4.1 Bidders are required to fill out the proposal pages completely. Failure to do so may result in your bid being disqualified.
- 6.5 Please be advised that when you submit a bid to the City of Canton, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.

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- 6.6 Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Katie Wise, Assistant Director of Purchasing at kathryn.wise@cantonohio.gov. If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
- 6.7 If a bidder attempts to alter any of the terms and/or conditions of these bid specifications or the proposal page, the City of Canton may reject said bid.
- 6.8 The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.

**Custodial Cleaning Services for Various City Buildings
Building Maintenance Department**

Section VI: Proposal and Signature Pages

Proposal Page

Custodial Cleaning Services for Various City Buildings

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Base Bid Price 1: All costs associated with providing the custodial cleaning services shall be included in the stated prices and be the total for each location listed in the bid:

****THE BASE BID PRICE IN THIS SECTION SHALL BE FOR THE INITIAL ONE-YEAR CONTRACT TERM****

<u>Custodial Cleaning Services for Initial One Year Contract</u>	<u>Days Cleaned per Week</u>	<u># of Staff Provided at Each Location</u>	<u>Total Cost per Month</u>	<u>Cost per Hour for Extras (special events/emergencies)</u>	<u>Total Cost per Year</u>
Canton City Hall, Excluding Police Department	5	_____	\$ _____ per month	\$ _____ per month	\$ _____ per year
Police Department at City Hall	7	_____	\$ _____ per month	\$ _____ per month	\$ _____ per year
Treasurer's Office/Income Tax	5	_____	\$ _____ per month	\$ _____ per month	\$ _____ per year
Police Training Academy	5	_____	\$ _____ per month	\$ _____ per month	\$ _____ per year

Optional Bid Item 1:

Please note: This should be a percentage reduction from your Total Cost per Year list above in the base bid, as this will save time by only emptying one central trash can per department, not emptying all cans.

<u>Custodial Cleaning Services for Initial One Year Contract</u>	<u>Days Cleaned per Week</u>	<u>Total Cost Reduction Per Year</u>
One Central Trash Can in Each Department to be Emptied on Each Day of Cleaning Service at City Hall, Excluding Police Department	5	\$ _____ reduction from total cost per year in base bid price
One Central Trash Can in Each Department to be Emptied on Each Day of Cleaning Service at Police Department in City Hall	7	\$ _____ reduction from total cost per year in base bid price
One Central Trash Can in Each Department to be Emptied on Each Day of Cleaning Service at Treasurer's Office/Income Tax	5	\$ _____ reduction from total cost per year in base bid price
One Central Trash Can in Each Department to be Emptied on Each Day of Cleaning Service at Police Training Academy	5	\$ _____ reduction from total cost per year in base bid price

**Custodial Cleaning Services for Various City Buildings
Building Maintenance Department**

<u>Optional Bid Item 2:</u>	<u>Description:</u>	
Cleaning of Restrooms at Centennial Plaza for Special Events	Pre-Clean Touchup and Full Clean After Event	\$ _____ event
Cleaning of Restrooms at Centennial Plaza for Special Events	Cost to have a cleaner on-site throughout an event, when required	\$ _____ per hour, per employee \$ _____ minimum required per event

Please provide a guaranteed maximum annual price increase, per one-year annual renewal, in the event that any or all of the one-year contract extensions are utilized:

- **Contract Year 2: Overall Total Contract Price Increase of _____ %**
- **Contract Year 3: Overall Total Contract Price Increase of _____ %**
- **Contract Year 4: Overall Total Contract Price Increase of _____ %**
- **Contract Year 5: Overall Total Contract Price Increase of _____ %**

Addenda Acknowledgement

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

Addenda Number(s) _____

**Custodial Cleaning Services for Various City Buildings
Building Maintenance Department**

Exhibit A

QUALIFICATION FORM

MAJOR ACCOUNT EXPERIENCE IN THE PAST FIVE YEARS

	Reference	Address: Street City, State, zip	Phone Number	Type of Account	Size (Sq. Ft.)	Duration	Annual Contract Dollar Amount
1							
2							
3							
4							
5							

Please list major accounts lost in the last five years and provide reason for loss:

1. _____

2. _____

3. _____

4. _____

5. _____

Company Name

Authorized Signature

Date

**Custodial Cleaning Services for Various City Buildings
Building Maintenance Department**

**Signature Page
Custodial Cleaning Services for Various City Buildings**

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all of the goods and/or services contained within the bid for **Custodial Cleaning Services for Various City Buildings** in accordance with all specifications on file to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder herewith encloses a _____ **(Bid Bond, Certified/Cashier's Check)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract _____ will enter into contract therefore, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City.

The bidder acknowledges receipt of Addenda Numbers: _____

SIGNATURE OF BIDDER: _____

NOTE: If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Please have this page Notarized.