

Invitation to Bid

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

Fire Hydrants and Fire Hydrant Repair Parts

Item/Project

Water Department

Responsible Department

Wednesday, January 26, 2022 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

**Fire Hydrants and Fire Hydrant Repair Parts
Water Department**

LEGAL NOTICE

Ordinance 7/2022

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Wednesday, January 26, 2022**, for the purpose of entering into contract for the purchase of:

Fire Hydrant and Fire Hydrant Repair Parts

The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, January 26, 2022. 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 kathryn.wise@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: January 11, 2022 and January 18, 2022

**Fire Hydrants and Fire Hydrant Repair Parts
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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 Form
- _____ Section III: City of Canton Income Tax Information
- _____ Section IV: Canton Codified Ordinances
- _____ Section V: Bid Specifications
- _____ Section VI: Proposal and Signature Pages

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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.

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.

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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	MALE:				FEMALE:					
		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: Bidder's Affidavit: Non-Collusion Statement, Page 1

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by its properly authorized agent.

STATE OF _____)
) SS: COUNTY OF _____)

being first duly sworn, deposes and says that he is

_____)
(sole owner, a partner, president, secretary, etc.)

of _____)

the party making the enclosed proposal or bid, and say further that

_____)
(Give names of all persons, firms or corporations interested in the bid)

_____)
_____)
_____)
_____)

is/are the only party or parties interested with the party making this bid in the profits of any contract which may result from the herein contained proposal; that the said proposal is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said work; that no official or employee of the City of Canton, head of any department or bureau or employee therein or any official or officer of City of Canton, is directly or indirectly interested therein; that said proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City, or any person interested in the proposed contract; and that all

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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)

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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

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

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.)

Section IV: City of Canton Codified Ordinances

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

1. Chapter 105.06 – Minority contract provision.

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

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

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

2. Chapter 105.12 – Local Bidder Preference.

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

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

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

3. Chapter 105.15 – City Income Tax

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

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

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

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

4. Chapter 182.30 – Contract Provisions

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

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

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

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

5. Chapter 507.03 – Equal Employment Opportunity clause.

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

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

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

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

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

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

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

Section V: Bid Specifications

1.0 Scope and Classification

- 1.1 **Scope:** The City of Canton Water Department is seeking bids for a one (1) year as needed supply contract for fire hydrants and fire hydrant repair parts.
- 1.2 **Classification:** The successful bidder(s) will deliver F.O.B. destination, freight prepaid and allowed to the City of Canton, Ohio Water Department fire hydrants and fire hydrant repair parts on an as needed basis per the specifications included in the Invitation to Bid.

2.0 Applicable Publications and Standards

- 2.1 The hydrants shall conform to the requirements of the latest revision of AWWA Specifications C-502 for Fire Hydrants for Ordinary Water Works Service, except as hereinafter specifically modified, and in accordance with the detailed drawings and specifications furnished with bid.

3.0 Requirements

3.1 General Requirements

- 3.1.1 **Price:** All bidders are required to bid fixed, firm pricing in the spaces provided on the proposal pages. Any bid containing an escalator clause will not be considered. Delivery shall be included in the bid price.
- 3.1.2 **Term:** This will be a one-year supply contract starting on March 1, 2022. The contract can be extended for one additional thirty (30) day period at the sole discretion of the City of Canton.
- 3.1.3 **Quality:** All bids must meet the minimum specifications listed in this Invitation to Bid.
- 3.1.4 **Quantity:** The materials will be requested as needed, and requested items must be delivered F.O.B. destination, freight prepaid and allowed to the Canton Water Department (rear building) 2664 Harrisburg Rd. NE, Canton, OH 44705.
- 3.1.5 The City of Canton gives no guaranties of any minimum or maximum amounts of materials that will be purchased under any and all contracts resulting from this bid.
- 3.1.6 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 interest of the City to do so.

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- 3.1.7 All bids for fire hydrants must be from manufacturers. Bids submitted by distributors will be rejected.
- 3.2 Type
 - 3.2.1 The hydrants shall be of the post type with compression type valve that closes with the line pressure and is to be designed for a working pressure of 250 pounds per square inch in ordinary water works service. Wet barrel hydrants are not acceptable.
 - 3.2.2 The bid hydrant must have been in production and in use in the public sector for at least one (1) year prior to the date of the bid. The City reserves the right to request a list of places where bid hydrant has been in use.
- 3.3 Drawings and Specifications
 - 3.3.1 Bidders shall submit with their bids copies of detailed drawings, certified flow and pressure loss charts and specifications of the hydrants which they propose to furnish.
- 3.4 Bury Length
 - 3.4.1 The distance from the center of the inlet connection to the ground line shall be 4 ft. 0 in., 5 ft. 0 in. and 6ft. 0 in.
- 3.5 Type of Shut Off
 - 3.5.1 Compression type closing with the line pressure and shall be of the center stem construction.
- 3.6 Inlet Connection
 - 3.6.1 The inlet shall be 6 inch mechanical joint connection. Hydrant MJ inlet should be enlarged for use with CD cast iron pipe and ductile iron pipe. MJ inlet shall be supplied with duck tip gasket and MJ accessories.
- 3.7 Hose Nozzles and Caps
 - 3.7.1 Hydrant shall have two (2) 2-1/2" hose nozzles and one (1) 4-1/2" pumper nozzle.
 - 3.7.2 Threading of nozzles is to be American National Standard in all respects.
- 3.8 Form of Thread
 - 3.8.1 Outer end of thread left blank for 1/8" and terminated by "Higbee Cut" to avoid crossing and mutilation of otherwise finely drawn out thread.

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- 3.8.2 Nipples shall be threaded directly into the hydrant barrel with left-hand thread. Bushing or quarter turn-nozzles will not be permitted. Nozzle gaskets and chains will be required. Nipples may be leaded into the hydrant barrel.
- 3.9 Direction of Opening
- 3.9.1 Hydrants shall open by turning to the right (clockwise).
- 3.9.2 There shall be cast on the type of the hydrant in characters raised 1/8" and arrow at least 2-1/2" long and the word "OPEN" in letters 1/2" high in relief, indicating direction to turn to open the hydrant.
- 3.10 Operating Nut
- 3.10.1 The size and shape of the operating nut shall be square, 1" at bottom tapered to 7/8" at top.
- 3.10.2 The operating nut thrust collar shall bear against an anti-friction washer or ball bearing when the operating nut is turned in the opening direction.
- 3.11 Hydrant Barrel
- 3.11.1 Hydrant barrels shall be in two (2) sections. The union between the upper and lower barrels shall be made by means of a traffic safety device which will break cleanly upon traffic impact. The design shall be strong enough to withstand normal handling such as would be encountered in loading, unloading and installation. The design shall be such that the upper barrel can be rotated from 1-360 degrees without total disassembly of the device. Breaking devices relying on bolted flanges and weakened bolts for a safety device are not acceptable. Devices that are acceptable are two (2) part safety flange, four (4) part segmental coupling.
- 3.11.2 All lower barrel parts shall be made of cast iron Class "B" (ASTM 126). If ductile iron is used, the wall thickness shall be a minimum thickness of 0.40" and the shoe must be made of the same material. All flanges are to be integrally cast regardless of the type of material used. Threaded on flanges or grooved pipe are not permitted.
- 3.11.3 The hydrant barrel shall be designed to permit the valve and operating mechanism to be removed without disturbing the barrel. The hydrant shall be so constructed that if the barrel would be broken, the valve will remain closed. Flange bolts shall be breakable type unless otherwise specified. The bidder shall specify what he proposes to furnish. The ground line coupling or safety flange joint shall be 2" above grade line. The barrel shall be so designed as to permit the use of one or more standard flanged extensions, which extensions are to be available from the hydrant manufacturer, in lengths of 6" to 60" in 6" increments.

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3.12 Valve and Drain Stem

- 3.12.1 Valve and drain shall be operated by a single stem. An auxiliary stem or rod for operating the drain will not be permitted. A hydrant spring or drain lever will be permitted.
- 3.12.2 The stem shall be so designed to permit the use of standard stem extensions which extensions are to be available from the hydrant manufacturer in lengths of 6" in 6" increments.
- 3.12.3 The hydrant stem shall be a two part stem joined by a breakable stem coupling with stainless steel pins or stainless steel bolts and nuts. The stem coupling shall be located at the same approximate elevation as the group coupling. The valve assembly shall include no less than a four ear bronze drain ring for corrosion protection.

3.13 Main Valve and Seat Ring

- 3.13.1 All hydrants shall have a main valve opening of at least 5-1/4" in diameter. The valve gasket shall be of synthetic rubber at least 1-1/8" thick and reversible in design.
- 3.13.2 The seat ring and main valve assembly shall be such that it can be removed from above ground through the upper barrel by means of a light weight seat removal wrench. The seat ring must thread directly into a bronze seat bushing. The seat ring in conjunction with the bronze bushing shall form an all bronze drain way. All bronze parts must contain less than 16% zinc. All pressure seals used between the seat ring and bronze bushing shall be rubber o-rings.
- 3.13.3 Bolts and nuts used to retain the drain ring and seat ring between the lower barrel and hydrant shoe must be made of stainless steel type 304.
- 3.13.4 Spring operated drain mechanism will not be accepted.

3.14 Packing and Stuffing Box

- 3.14.1 O-ring seal shall be used.

3.15 Gaskets

- 3.15.1 Flanged joints shall have approved rubber impregnated cloth gaskets.

3.16 Materials

- 3.16.1 All hydrants shall be fully bronze mounted.

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3.16.2 All bolts and nuts shall be cadmium plated.

3.17 Painting

3.17.1 All iron work shall be thoroughly cleaned and the valve rods and the inside of all iron parts and the outside of the hydrant below the ground line shall be thoroughly painted with two (2) coats of an approved asphaltum paint.

3.17.2 The outside of the hydrant, except the caps and bonnet above the ground line, shall be painted with two (2) coats of Fire Red Rustoleum #442 (Safety Red).

3.17.3 The bonnets and caps shall be painted with two (2) coats of Black Rustoleum #634.

3.18 Repair Parts

3.18.1 Bids for repair parts are requested for the following fire hydrants:

1. Mueller Centurion
2. Mueller Improved
3. Mueller Modern Improved

3.18.2 Please refer to the repair parts proposal pages (pages 15-17) for information regarding which specific repair parts are up for bid.

3.18.3 Parts bid must be original equipment manufacturer (OEM) parts.

3.2 Contract Non-Performance and Cancellation

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

3.2.2 If a non-performance or breach is not remedied pursuant to specification 3.2.1, the City of Canton reserves the right to terminate the contract and re-award to a different bidder or vendor.

3.3 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.

4.0 Sampling, Inspection, and Test Procedures

4.1 Pressure Loss and Quantity of Flow Tests

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4.1.1 A great amount of consideration in the award of the contract will be made for hydrants that meet these specifications and are capable of the maximum flows at minimal pressure loss.

4.1.2 Pressure loss through the hydrant shall not exceed the following:

<u>One (1) 2-1/2" Nozzle (Both Nozzles)@ 250 GPM Flow</u>	<u>Two (2) 2-1/2" Nozzles @ 500 GPM Flow</u>	<u>One (1) 4-1/2" Pumper Nozzle @ 1,000 GPM Flow</u>
0.50 P.S.I.	1.50 P.S.I.	2.90 P.S.I.

4.1.3 Flows through the hydrant at the stated pressure loss shall exceed the following:

<u>Flow @ 5 P.S.I. 1,300 GPM</u>	<u>Flow @ 20 P.S.I. 22,500 GPM</u>
--------------------------------------	--

4.2 Testing Procedure and Results

4.2.1 All pressure loss and quantity of flow testing must be done by a qualified reputable testing laboratory or witnessed by a knowledgeable independent professional engineer versed in hydraulic testing and must have been done within the last five (5) years on an exact production line model of the hydrant to be furnished under this contract. The testing procedure shall be in accordance with AWWA Standard C-502 as modified to obtain the results of the above flows and loss of pressure tests.

4.2.2 The results and the procedures of the testing on the exact production line model of hydrant to be furnished under this contract shall be certified by the testing laboratory or independent Professional Engineer. The report shall include but shall not be limited to the following:

1. Name of catalog number and year of production of the hydrant being tested.
2. Schematic of testing arrangement with all pertinent dimensions such as (but not limited to) the following:
 - a.) Interior of diameter inlet piping.
 - b.) Distance from meter flange to manometer inlet tube.
 - c.) Distance from meter flange to hydrant inlet.
 - d.) Distance from nozzles to manometer.
 - e.) Depth of hydrant bury.
 - f.) Interior diameter and length of discharge tube.
3. If used on these tests, recent accuracy or curves of meter used in measuring the flows.
4. Accuracy of all other measuring devices.

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4.3 Test Observation of the City

4.3.1 Upon request by the City of Canton, the bidder(s) agrees to conduct the above flow-pressure loss tests, a teardown test of the production model test hydrant and a traffic accident test for observation by up to three City of Canton designated representatives.

4.3.2 The above observation test shall be conducted in the eastern half of the United States. The bidder shall pay all expenses including travel, food and lodging for the City representatives.

4.4 Other Testing

4.4.1 All hydrants shall be tested at pressure 300 pounds per square inch before leaving the factory as specified in AWWA Specifications C-502.

4.4.2 If required, the Contractor shall submit the hydrants to a hammer test while under pressure.

4.4.3 Hydrants must be fully opened and closed before shipping in order to test the freedom and strength of the parts. The condition of the test should be made as severe as are liable to occur in service when using a hydrant wrench at least 17” long.

4.4.4 The manufacturer shall submit to the City a sworn statement of the results of the tests of the hydrant.

5.0 Delivery and Invoicing

5.1 Deliveries are to be made F.O.B. destination, freight prepaid and allowed to the Canton Water Department (rear building) 2664 Harrisburg Rd. NE, Canton, OH 44705.

5.2 Invoice 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.

5.3 Invoice address: All invoices shall be submitted to the address on the Purchase Order.

6.0 Notes

6.1 Award Process

6.1.1 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.

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- 6.1.2 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.
- 6.2 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 City Code Section 105.12 is attached.
- 6.3 Questions and Addenda
- 6.3.1 All questions should be submitted in writing at least five (5) business days prior to the day and time of the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) hours prior to the time of the bid opening. Said addenda will become a component of the Invitation to Bid and must 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: kathryn.wise@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 Pages Instructions (Failure to follow the proposal pages instructions may result in your bid being disqualified.)
- 6.4.1 Fire Hydrant Proposal Page (page 39)
- 6.4.1.1 Please provide fixed firm pricing for the price of each hydrant listed.
- 6.4.2 Fire Hydrant Repair Parts Proposal Pages
- 6.4.2.1 All repair parts must be bid separately even though they may be part of a repair kit.
- 6.4.2.2 Each individual line item is to be completed by each bidder.
- 6.4.2.3 Bidders should submit with their bids a copy of their price list.

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- 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.
- 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 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.

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Section VI: Proposal and Signature Pages

**Proposal Page
Fire Hydrants and Fire Hydrant Repair Parts**

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.

FIRE HYDRANT PROPOSAL

Price of each fire hydrant and part, F.O.B. destination freight prepaid and allowed Canton, Ohio

4 ft. hydrant

5 ft. hydrant

6 ft. hydrant

\$ _____

\$ _____

\$ _____

Please provide the delivery time and terms for fire hydrants:

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FIRE HYDRANT REPAIR PARTS PROPOSAL

Please provide the delivery time and terms for repair parts:

**Fire Hydrant Repair Parts for Mueller 5-1/4"
Centurion Fire Hydrants**

A-301	Safety Flange Repair Kit	\$ _____
A-1	Operating Nut	\$ _____
A-2	Weather Cap	\$ _____
A-3	Hold Down Nut O-Ring	\$ _____
A-4	Hold Down Nut	\$ _____
A-5	Bonnet O-Ring	\$ _____
A-6	Anti-Friction Bearing	\$ _____
A-7	Oil Filler Plug	\$ _____
A-8	Bonnet	\$ _____
A-9	Bonnet Bolt & Nut	\$ _____
A-10	Bonnet Gasket	\$ _____
A-11	Upper Stem	\$ _____
A-12	Stem O-Ring	\$ _____
A-25	Safety Stem Coupling	\$ _____
A-26	Safety Flange Bolt & Nut	\$ _____
A-27	Safety Flange Gasket	\$ _____
A-28	Safety Flange	\$ _____
A-29	Cotter Pins	\$ _____
A-30	Clevis Pins	\$ _____
A-31	Lower Stem	\$ _____
A-45	Main Valve	\$ _____
A-46	Lower Valve Plate	\$ _____
A-51	Hydrant Lubricating Oil Per Gallon	\$ _____
	Main Valve Repair Kit #280359	\$ _____

5-1/4" Centurion Hydrant Extension Kit complete with stem, steel coupling, flange, gaskets, lubricant, bolts, nuts and pins.

Length 6"	\$ _____
12"	\$ _____
18"	\$ _____
24"	\$ _____

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**Fire Hydrant Repair Parts for Mueller
Improved Fire Hydrants**

A-301-01	Safety Flange Repair Kit	\$ _____
H-51	Operating Nut	\$ _____
H-52	Weather Cap	\$ _____
H-101	Hold Down Nut O-Ring	\$ _____
H-102	Lock Washer	\$ _____
H-100	Bonnet O-Ring	\$ _____
H-53	Hold Down Nut	\$ _____
H-98	Oil Filler Plug	\$ _____
H-99	Bonnet	\$ _____
H-59	Bonnet Gasket	\$ _____
H-65	Bonnet Bolt	\$ _____
H-93	O-Ring	\$ _____
H-103	Upper Stem	\$ _____
H-137	Cotter Pins	\$ _____
H-136	Clevis Pins	\$ _____
H-125	Safety Stem Coupling	\$ _____
H-76	Safety Flange Gasket	\$ _____
H-77	Safety Flange	\$ _____
H-78	Safety Flange Bolts	\$ _____

**Fire Hydrant Repair Parts for Mueller 5-1/4”
Modern Improved Fire Hydrants**

A-307	Safety Flange Repair Kit	\$ _____
H-51	Operating Nut	\$ _____
H-100	Housing O-Ring	\$ _____
H-201	Weather Cap	\$ _____
H-101	Hold Down Nut O-Ring	\$ _____
H-203	Lock Washer	\$ _____
H-202	Hold Down Nut	\$ _____
H-93	Stem O-Ring	\$ _____
H-206	Upper Stem	\$ _____
H-209	Safety Flange Bolt & Nut	\$ _____
H-210	Safety Flange Kit	\$ _____
H-208	Upper Barrel Seal	\$ _____
H-136	Clevis Pins	\$ _____
H-125	Safety Stem Coupling	\$ _____
H-137	Cotter Pins	\$ _____

Addenda Acknowledgement

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

Addenda Number(s) _____

**Fire Hydrants and Fire Hydrant Repair Parts
Water Department**

**Signature Page
Fire Hydrants and Fire Hydrant Repair Parts**

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 **Fire Hydrants and Fire Hydrant Repair Parts** 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.