

Issue Date: March 13, 2024

Request for Proposals

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

Climate Action & Sustainability Plan

Item/Project

Service Director

Responsible Department

April 9, 2024 at 4:00 PM local time

Proposals Due By

Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

Table of Contents:

Introduction and Background of Canton.....3
Climate Action Planning Vision and Goals.....3
Scope of Work for Consultant Team.....4
Kick-Off Meeting.....4
Visioning, Plan Goals Setting, Commitments.....5
Greenhouse Gas (GHG) Inventory and Science-Based Targets.....5
Community Engagement and Outreach.....5
Sustainability Strategies and Plan Development – Core Areas.....6
Climate Resilience.....7
Assessment for Feasibility of Renewable Energy.....7
Implementation and Tracking Measures.....7
Proposal Format and Requirements.....8
Proposal Schedule.....9
Selection and Evaluation Process.....10
Required Contract Forms.....13

The City’s Project Manager for the Climate Action and Sustainability Plan Proposal is:

John M. Highman, Jr.
Director of Public Service

Introduction and Background of Canton

The City of Canton, Ohio (the City) is requesting Proposals from qualified consultants that are capable of developing the City's inaugural Climate Action & Sustainability Plan. The selected consultant will provide the authoring/writing, facilitation, planning and analysis for the City's plan. The plan shall include the review of current data and assessments and a recommendation for further assessment. The plan should focus on details to prioritize a set of climate action plans for the City, achievable goals for sustainability, carbon reduction and related factors. It is a priority that the development of the plan be inclusive of all parts of the Community and proposals should address this priority in detail. Any plan developed and implemented will provide data and reports to the neighborhoods of the Community indicating the positive impact of the Climate Action & Sustainability Plan. The proposed Climate Action & Sustainability Plan will be presented to Canton City Council for review and potential adoption.

The City of Canton, OH, founded in 1805, is the county seat of Stark County. The municipality is located in northeastern Ohio and is situated on Nimishillen Creek, approximately 24 miles south of Akron and 60 miles south of Cleveland. Canton originally functioned as a prominent manufacturing center which expanded during the turn of the twentieth century due to industrialization and the addition of railroad lines. After the decline of heavy manufacturing, the city's industry diversified in the areas of education, finance, healthcare sectors, retail and service.

The current population of the city is estimated at 70,000 residents. In 2004, the United States Census moved Canton from 9th to 8th place among Ohio cities. The total land area of the City is 26.32 square miles.

Climate Action Planning Vision and Goals:

One of the goals of this proposal is to help the City develop realistic and achievable goals related to sustainability, carbon reduction, etc. Additionally, the City would like assistance to develop a communications strategy for the resulting action plan, including a revolving list of community resources and programming. The awarded consultant will also assist the City in identifying and applying for funding (federal, state and local) for the implementation of said plan.

Furthermore, the awarded consultant must draft a climate action/sustainability plan for Canton City Council review and consideration. This would include the following:

- a. Review previous City plans and actions to get a feel for the current status.
- b. Review current City policy, ordinances, etc. for the purposes of climate action/sustainability, identify items to improve inclusion and equity for the Community.
- c. Review all available data, including the previously completed items so that a baseline can be established.
 1. Greenhouse Gas Inventory of the City of Canton;
 2. Tree Inventory;
 3. Fleet Analysis, and
 4. pending Electric Vehicle roadmap
- d. Develop a communication plan for approval by the City Mayor's Cabinet, which includes but is not limited to, the Canton Health Department and Air Pollution

- Control Division. This should also include a public outreach component regarding available local, state, and federal programs.
- e. The plan should focus on municipal operations and services with a more general, broader sustainability component for the Community overall.
 - f. The plan should include specific focus on air quality and public health.

Scope of Work for Consultant Team:

The following is a description of the scope elements the City anticipates the selected consultant would perform as part of the plan, including deliverables. The selected consultant shall produce recommendations for the City's existing assets.

1. Kick-Off Meeting:

The consultant will meet with designated City staff to discuss the scope of the project, assess the available documents/data to review, confirm the project schedule, and establish the parameters of community engagement.

Deliverable(s):

The consultant shall create and provide all meeting minutes; final list of existing documents/data to review; project schedule; summary of parameters of community engagement; sustainability goals and summaries of all plans. Minutes are subject to the City's review, approval and acceptance.

Below is a list of the City's existing policies and plans that show goals for the betterment of the City. The consultant team will review and analyze the City's existing policies and plans, to help create the foundation for a climate action and sustainability plan. All reports listed below contain links to the City of Canton Reports, Guidelines and Master Plans website page. The individual reports are located on that page. The link for the Tree Commission is listed separately.

1. [Comprehensive Plan – City of Canton, 2016](#)
2. [Canton Parks Improvement Plan, 2023](#)
3. [Re-imagining the Public Realm, 2022](#)
4. [Canton Neighborhood Development Plan and Redevelopment Strategy, 2021](#)
5. [Hall of Fame Village Land Use and Transportation Study, 2019](#)
6. [Strengthening Stark, 2017](#)
7. [Downtown Development Master Plan - City of Canton, 2013](#)
8. [Tree Commission](#)

Additionally, the following items will be presented for review:

1. Greenhouse Gas Inventory of the City of Canton;
2. Tree Inventory;
3. Fleet Analysis, and
4. pending Electric Vehicle roadmap

2. Visioning and Plan Goals Setting:

The consultant team will work with the City to establish a project goal statement concerning the City's development of a Climate Action and Sustainability Plan.

- The consultant team will work with the City and its stakeholders to establish the goals and objectives of the Plan.
- This will consider and summarize all of the other components contained herein.

3. Greenhouse Gas (GHG) Inventory and Science-Based Targets:

The City of Canton has previously completed a GHG through its partnership with Power a Clean Future Ohio. As a result, the consultant team will be asked to review the plan for practical implementation and recommendations. Specific items include:

- Review the GHG inventory and provide strategic recommendations. The GHG inventory and recommendations should be specific to the City of Canton and should identify which sectors are contributing to emissions.
- Develop an emissions reduction pathway and specific science-based targets for Canton, including but not limited to any superstructure, utility or operational changes that may be needed to achieve targets.
- Determine a method to determine how often the GHG inventory should be updated and how to track progress by sector.
- Develop recommended science-based targets for Community GHG emissions reduction.
- Facilitate a meeting with City leaders (as determined by the City) to finalized priorities.
- Identify GHG emissions reduction strategies that also provide multiple co-benefits.
- The Consultant will also provide a template and guidance for the City to conduct GHG inventories in-house.

Deliverable(s):

- Memorandum containing summary review of GHG emissions inventory and GHG emission strategic recommendations based on the reduction potential.

4. Community Engagement and Outreach:

One of the City of Canton's objectives for the Climate Action and Sustainability Plan is to engage the citizens that live and work in this community. Their participation and input will help to shape the framework of this plan. Therefore, all members of the City of Canton must be able to participate in the outline of the proposed plan.

The selected consultant team shall work with City staff to design a strategy to engage a broad array of the community as a whole. This strategy should include a schedule and methods to be used to organize proposed activities. This will include framing the issues, identifying the challenges, developing ideas for solutions, presenting the draft findings and presenting final recommendations, launching the plan, and identifying roles and responsibilities.

It is essential that the consultant team be available for on-site and/or virtual meetings as outlined below. The proposal should detail a stakeholder engagement plan and identify which tasks are appropriate and/or desirable for City staff to complete.

Activities for Community Engagement and Outreach may include:

- Providing information and materials that help to educate the public about the basics of climate change and the need for climate action planning.
- Potentially overseeing one or more public meetings for community input. Attending and presenting at Canton City Council if necessary.
- Preparation of online survey for entire community, collection of data, and analysis.
- Conduct stakeholder interviews with City staff and community leaders.
- Preparing community engagement materials, both print and online, for the purpose of educating residents and stakeholders as to the various available programs, local, state and federal.

Deliverable(s):

- Stakeholder and Community Engagement Plan
- Online survey and results analysis
- Memorandum on overall stakeholder and community engagement analysis
- Print and online educational materials regarding various programs

5. Sustainability Strategies and Plan Development – Core Areas:

The consultant team should focus on the following core areas for strategy development that correspond with the recommendations from the emissions reduction potential from the GHG inventory, but may also provide other co-benefits, such as:

- Materials and Waste, including waste reduction, as well as any other recycling strategies.
- Energy Use, including limited revisions to Building, Housing, and Fire Codes (as relevant to meeting the goals of the Climate Action Plan), and building energy management.
- Natural Areas/Land Use, including limited revisions to the Zoning Code (as relevant to meeting the goals of the Climate Action Plan) and tree canopy (including as a way to combat extreme heat).
- Food Systems, including food deserts and reduced access to fresh food;
- Water and Wastewater, aging infrastructure, consent decree, adaptation for storm events.
- Transportation, fleet particularly EVs and EV Charging Stations – inventory and efficiency policies, is there adequate electrical infrastructure to support added EV Charging Stations and are there acceptable vehicles and equipment feasibly able to provide City Utility Services.
- Air Quality and Public Health, particularly strategies related to air quality monitoring.

Activities under this task may include:

- Developing recommendations for changes to or creation of new policies.
- Developing strategic recommendations in the identified core areas that align with current best practices.
- Facilitating meetings with the stakeholders and City leadership to tailor recommendations to the community.
- Draft and design the plans – a municipal climate action plan and community-wide sustainability plan.

Deliverable(s):

- Memorandum on Climate Action and Sustainability Core Area Strategies

6. Climate Resilience:

The consultant team shall work with City staff to prepare a Climate Resilience strategy. Climate resilience is the ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances related to climate. The plan will involve the assessment of how climate change might alter climate-related risks, and taking steps to better cope with these risks. Resiliency may be created through various functions such as funding public education and improving infrastructure.

Deliverable(s):

- The goal is to create a plan to curb temperature increases and how to adapt to the adverse effects of climate change. These can contribute to the prevention or reduction of risks in loss and damage associated with climate change created by societies and individuals.

7. Assessment for Feasibility of Renewable Energy:

The consultant team shall prepare a renewable energy feasibility assessment for the community in order to assess the economic, social and environmental aspects of a potential renewable energy project in the future.

Deliverable(s):

- Identify the best options for a potential renewable energy plan.
- Estimate the costs and benefits of said plan.
- Create a proposal for the implementation and operation for renewable energy.
- Provide the possible form of renewal energy for consideration that are feasible in the community, such as solar, wind, biomass, etc.

8. Implementation and Tracking Measures:

The consultant team will work with the City staff to:

- Providing recommendations to facilitate the implementation of priority projects
- Identifying funding opportunities and partnerships to aid in implementation
- Identifying key metrics and tools to track progress (including to track progress on emissions reductions)
- Implementation of roadmap for the plan
- Provide data and reports indicating the impact to the neighborhoods of the Community.
- Information regarding ongoing opportunities for grant funding for implementation

Deliverables:

Based on the scope of work described above, the consultant team will deliver the following deliverables as part of the preparation of the Climate Action and Sustainability Plan.

- Kick-Off Meeting minutes (as approved by the City); final list of existing documents/data to review; project schedule; summary of parameters of stakeholder & community engagement
- Sustainability goal matrix
- Summary memorandum of all plans

- Memorandum containing summary review of GHG emissions inventory and GHG emission strategic recommendations based on the reduction potential
- Memorandum containing summary review of Fleet Analysis and strategic recommendations
- Memorandum on Canton-specific Climate Vulnerability Assessment
- Problem Statement
- Plan Goals and Objectives
- Commitments
- Stakeholder and Community Engagement Plan
- Online survey and results analysis
- Stakeholder/staff interviews and analysis
- Memorandum on Climate Action and Sustainability Core Area Strategies
- Draft Climate Action and Sustainability Plan
- Final Climate Action and Sustainability Plan
- Implementation roadmap including an overview of implementation grant funds

9. **Proposal Format and Requirements:**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the proposer’s capabilities to satisfy the requirements of this request. Emphasis should be placed on completeness, simplicity and clarity of content. All proposal responses must be in the following format:

1. **Cover Letter** - Submit RFP cover page on letterhead. The cover page should include a statement that the proposal is submitted in response to the “City of Canton Climate Action and Sustainability Plan RFP”. The cover page should contain the name, address and contact information, including email, of the main contact for the proposal.
2. **Table of Contents**
3. **Respondent Background** - include bios, resumes and or project experience of all team members, including subcontractors.
4. **Proposed Scope of Services with deliverables** - The proposal should include a description of the scope of services and a list of the specific deliverables to be provided; this should include a work plan that identifies the major tasks to be completed, as well as any optional work tasks that the proposer thinks would be valuable.
5. **Proposed Timeline** -The average timeline for this scope of work is 8-12 months. The City may consider including a maximum timeline to not exceed 12 months and evaluate alternative timelines submitted within proposals.
6. **References** - Provide at least three (3) references from other clients, specifically public agencies, with whom the proposer has worked and has established a contract on a project of similar nature and size as that called for by this RFP. Provide the name of the agency, contact name, address, telephone number/email address, project name, and dates the services were provided.
7. **Cost Proposal** - Provide a cost proposal, including fees and/or number of billable hours and hourly rate of all named team members, and total cost. Any expenses that are to be included as part of your proposal must be listed as separate line items and must include both the total anticipated expenses to be claimed and nature of the expenses (e.g., office supplies, travel/lodging/meals, etc.). This is not a low bid project; however, the goal is to

choose a Consultant that provides the best overall value. Strength and pricing of the proposal will both be considered in the evaluation process.

10. **Proposal Schedule:**

- RFP Posted – March 13, 2024
- Questions Due – April 2, 2024
- Proposal Due – April 9, 2024
- Proposals Reviewed – Approximately April 23, 2024
- Selection Decision – Approximately May 1, 2024
- Contract Approval – Approximately May 15, 2024 (pending project approval by Canton City Council)
- Project Start Date – Approximately June 1, 2024 (pending project approval by Canton City Council)

Invoicing:

Consultant will provide monthly invoices with progress reports to the City Project Manager.

Additional Terms and Conditions:

1. Nondiscrimination: Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. Permits, Licenses, and Insurance: The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance.
3. Signatures and Declarations: Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. City's Right to Waive: The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. City's Right to Suspend or Cancel the RFP: The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
6. City's Right to Reject Any Proposal: The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information.
7. City's Right to Extend RFP Deadlines: The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
8. Cost of Proposals: All costs incurred during proposal preparation or in any way associated with the Consultant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of the Consultant.
9. Proposals Property of City: Upon receipt, each proposal submitted in response to this RFP becomes the sole property of the City and will not be returned to the applicant. Please take note that proposals are subject to Ohio's Public Records laws.

Proposal Submission:

The submission must not exceed 25 single-sided (8.5" x 11"), numbered pages that are double-spaced with a 12-point font, including attachments. The cover page will not count towards the total number of pages, but all others will and the submission must be in PDF format or alternate formats that are easily readable using Microsoft Word. The proposal submission must provide adequate information needed to rank the capability of a consultant on each of the proceeding categories listed in the Selection and Evaluation Process section. The City may short list firms based on any combination of categories noted below. The City reserves the right to require an oral technical presentation to aid in the ranking process.

Questions

Deadline for questions is April 2, 2024 at 4:00pm. All questions must be submitted in writing via email. Any oral communication is considered unofficial and non-binding to the City. An addendum to address questions will be posted by April 4, 2024 at 4:00pm.

Please direct all questions regarding this RFP in writing by April 2, 2024 at 4:00pm. Questions may be submitted via Vendor Registry, the City’s sourcing tool or to:

Katie Wise, Assistant Director of Purchasing
purchasing@cantonohio.gov

Firms interested in being considered for this contract must provide a proposal by 4:00 PM on April 9, 2024. Proposals received after this deadline will not be considered.

Please submit an electronic version of your proposal via the City's sourcing tool, Vendor Registry. Vendor Registry is free for your use with City sourcing events: (<https://www.cantonohio.gov/448/Purchasing-Procurement>).

The Selection and Evaluation Process: Total Eligible Points = 100

- 1) Proposal Evaluation Criteria – This is not a low bid project; however, the goal is to choose a Consultant that provides the best overall value. Overall strength and of the proposal and pricing will both be considered in the evaluation process. Proposals will be evaluated and scored on the basis of the following criteria:
 - a) Previous Project Experience and Relevant Knowledge
{Maximum 20 points}
Points will be awarded based on demonstrated experience with similar projects. Experience with similar projects will be understood to include development of climate plan and sustainability plan contracts.
 - b) Responsiveness to RFP/Understanding of Scope of Work
{Maximum 20 points}
Points will be awarded based on the thoroughness and responsiveness within the plan as prepared by the consultant and the demonstration of the detailed understanding of the scope of work requirements listed within this document.

- c) Ability to Perform Current and Projected Required Services
 {Maximum 20 points}
 Points will be awarded based on the ability to perform current and projected required services, the quality and comprehensiveness of the technical approach, compliance with the specifications, the climate action and sustainability plan, description of the methodology, description of measurement and verification methodology, and the preliminary assessment of the plan for the City.
- d) Cost Proposal
 {Maximum 20 points}
 Consideration will be given to proposals that responsibly maximize the net economic benefit to the City over the term of the climate action plan agreement. Provide a cost proposal, including fees and/or number of billable hours and hourly rate of all named team members, and total cost. Any expenses that are to be included as part of your proposal must be listed as separate line items and must include both the total anticipated expenses to be claimed and nature of the expenses (e.g., office supplies, travel/lodging/meals, etc.). Overhead costs will be evaluated for the value brought to the City by the proposed approach to project implementation.
- e) Proposed Project Schedule
 {Maximum 20 points}
 Proposals will be evaluated on the reasonableness, clear presentation, length and detail of the proposed project schedule. The proposal should include descriptions of how the proposer intends to achieve the project schedule.
- f) Interview
 {Maximum 50 points, to be rated separately if required}
 Interviews may be held with top ranked proposers to obtain clarification on issues raised by earlier stages of the evaluation process, and to assess the qualifications of the project team and its ability to implement all tasks and responsibilities in a prompt and efficient manner. Scores assigned for proposals, under any category, may be amended based on information obtained during the oral interviews. The proposed project team should be made available during the oral interview to discuss their individual experience, as well as their specific role in this project.

Please submit your electronic statement of proposals via the City's sourcing tool, Vendor Registry. Vendor Registry is free for your use with City sourcing events: (<https://www.cantonohio.gov/448/Purchasing-Procurement>).

Evaluation and Next Steps

Responding companies will be evaluated and ranked based on their submitted proposals. This may include asking the top ranked companies to give a formal presentation to the selection committee. Upon the completion of this evaluation process, the City of Canton will enter into contract negotiations with the firm receiving the highest ranking.

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

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

**Published in The Repository
March 18, 2024 and March 25, 2024**

City of Canton Required Contract Forms:

PROPOSER INFORMATION AND SIGNATURE

Proposer Information Page 1 of 3

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

a. Name of Proposer _____

b. Business Address _____

_____ City _____ State _____ Zip

c. Business Telephone Number (____) _____

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

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

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

g. Principal place of business _____

i. Federal I.D. Number # _____

Proposer Information Page 2 of 3

2. Form of Business Organization.

____ Corporation

____ Partnership

____ Other

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

_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____
_____	_____

The undersigned, having carefully examined the complete request for proposals, herewith proposes to furnish all of the goods and/or services contained within the request for proposals for a **Climate Action and Sustainability Plan** in accordance with all specifications on file to the satisfaction of the Director of Public Safety of said City.

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

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

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

Signed this _____ day of _____, 20____

Proposer

By _____

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

Please have this page notarized

CITY OF CANTON INCOME TAX

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.

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.)

INSURANCE INFORMATION AND REQUIREMENTS

Instructions

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

1. Liability Insurance Certificate
2. Workers Compensation Certificate

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

Insurance Requirements

The contractor shall maintain throughout the term of this agreement the following types and amounts of insurance:

1. A standard form of errors and omissions insurance with a minimum liability coverage of one million dollars (\$1,000,000.00); and
2. Comprehensive general liability insurance with a minimum liability coverage of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate for bodily injury and property damage (including independent contractors, blanket contractual, personal injury) for claims arising thereunder; and
3. Comprehensive automobile liability insurance with a minimum liability coverage of one million dollars (\$1,000,000.00) each occurrence for bodily injury and property damage; and
4. Worker's compensation insurance to statutory limits on employees engaged in the work covered by this agreement.

Form of Insurance

1. All insurance policies shall be maintained through an insurance company satisfactory to Canton.
2. Contractor shall provide the City of Canton "additional insured status" on said policies.
3. All insurance policies 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.
4. Contractor shall assure that any and all consultant or subcontractors engaged or employed by Contractor carry and maintain similar insurance with reasonable prudent limits and coverages in light of the services to be rendered by such consultants or subcontractors.

5. Contractor shall submit to Canton proof of such insurance in amounts satisfactory to Canton. The maintenance in full current force and effect of such form and amount of insurance shall be a condition precedent to Contractor's exercise or enforcement of any rights under the agreement with Canton.

CONTRACT COMPLIANCE AND EEO FORMS

Instructions

1. Contract Compliance Requirements:

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

2. Affirmative Action Plan/EEO Policy:

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

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

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 _____

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.	

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.

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:

CITY OF CANTON CODIFIED ORDINANCES

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

1. Chapter 105.06 – Minority Contract Provision.

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

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

2. Chapter 105.12 – Local Bidder Preference.

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

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

- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed 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.)

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 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 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:
 - 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.)