



# Request for Proposals

**City of Canton, Ohio**  
Purchasing Department  
218 Cleveland Ave. SW, 4<sup>th</sup> floor  
Canton, Ohio 44702

**COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AND IMPLEMENTATION SERVICES (CMMS)**

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**Item/Project**

Director of Public Service

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**Responsible Department**

Wednesday, **May 22, 2019** at 4:00 PM local time

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**Proposals Due By**

**Proposal Submitted By:**

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**



## PROPOSER’S CHECKLIST

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

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

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## LEGAL NOTICE

The Director of Public Service of the City of Canton, Ohio will accept sealed proposals on or before 4:00 PM local time May 22, 2019, for: a Computerized Maintenance Management System (CMMS)

The City will disqualify any proposal not received on or before 4:00 PM local time on, May 22, 2019.

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

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

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

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

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

Interested Firms may submit proposals on-line through Vendor Registry or may submit four (4) hard copies of the proposal.

Please contact Director of Purchasing Andrew Roth at: [andrew.roth@cantonohio.gov](mailto:andrew.roth@cantonohio.gov) if you have any questions regarding this request.

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

Published in the Canton Repository: April 17 and 24, 2019



## SPECIFICATIONS

### 1.0 SCOPE AND CLASSIFICATION

- 1.1 Scope: The City of Canton and Stark County are requesting Proposals from software vendors and/or implementers (bidders) to install and configure a Computerized Maintenance Management System (CMMS). The City and County will make the selection jointly and want the successful company to make the solution available to other local government and non-profit organizations at the same rate or fees. A volume discount or additional discounts may apply if the total volume of use increases. The City shall act as the Lead Agency for this solicitation process and contract award.

Participating Entities: The City of Canton Water and Collection Systems Departments. This list of entities can be extended to include any municipality, county or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions and located within Stark County or contiguous counties.

The bidder agrees to provide products and/or services to any current or potential Participating Entity.

This cooperative solicitation includes the following Terms and Conditions:

Terms - Participating entities agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the bidder and participating entities.

Other Conditions - Contract and Reporting: Any contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the state of Ohio and the jurisdiction in which the participating entity officially is located". The awarded company shall provide contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by participating entity, as well as reporting other participating entities added on the contract, on demand and without further approval of contract participants. Contract obligations rest solely with the individual participating entity. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and participating entities.

In pricing and other conditions, bidders are urged to consider the broad reach and appeal of public and non-profit entities in this region.



- 1.2 **Classification:** Any award as a result of this Request for Proposal will be to the lowest and best proposal as recommended by the selection team and approved by the City's Board of Control.

## 2.0 APPLICABLE PUBLICATIONS & STANDARDS

### 2.1 General Terms and Conditions

The City of Canton Purchase Order, together with any specifications, schedules, exhibits, riders, or other writings that may be attached thereto or provided for hereunder and by reference made a part of, sets forth the complete and final agreement between The City of Canton and Seller in respect of the subject matter of the purchase; and no amendments or modifications of, or supplements to the provisions of the Purchase Order will be valid and binding upon The City of Canton unless in writing and signed by an authorized representative of The City of Canton. The only authorized representatives of the City of Canton eligible to sign contracts, agreements, letters, supplements, or other writings are the Director of Public Service, the Director of Public Safety or the Mayor. In the event of any inconsistency between these Terms and Conditions and the provisions on the face of the Purchase Order or on any supplement attached thereto, the provisions contained on the face of the Purchase Order or on such supplement shall control. Seller's acceptance or, at the election of The City of Canton, Seller's commencement of performance of the Purchase Order shall constitute acceptance by Seller of all of the terms and conditions of a City of Canton Purchase Order.

- 2.2 The term "goods," as used in City of Canton Purchase Orders, shall mean the materials, supplies, articles, equipment, structures, work or services covered by the Purchase Order.

- 2.3 Seller expressly warrants that all goods will conform to the specifications, drawings, samples, and other descriptions furnished or specified by The City of Canton and will be merchantable, suitable for the purposes intended, and free from defects in material, workmanship, design and title. In addition to any other remedies The City of Canton may have, The City of Canton may reject goods not conforming to the foregoing warranties, whether or not The City of Canton shall have previously accepted such goods or any prior payment made thereon. If such goods are rejected, The City of Canton shall in writing so notify Seller, and The City of Canton, at its option and at the expense and risk of Seller, may either return such rejected goods to Seller or hold them for such disposal as Seller shall indicate, without notice to any other person whatever, notwithstanding any assignment by Seller of this Purchase Order or of any sums there under. Any payments made on such rejected goods shall immediately be refunded to The City of Canton.

- 2.4 The quantity of goods, as indicated on the face of the Purchase Order, must not be exceeded without specific authority in writing being first obtained from The City of Canton. Any quantity of goods delivered to The City of Canton in an amount in excess of



- the quantity of goods indicated on the face of the Purchase Order may be returned to Seller at Seller's cost.
- 2.5 Unless Seller's failure to make timely delivery of the goods is excused in accordance with the provisions of paragraph 2.6 hereof, Seller's failure to make timely delivery, or Seller's breach of any of the other terms and conditions of a City of Canton Purchase Order, shall constitute sufficient cause for The City of Canton, at its option to terminate the Purchase Order either in whole or in part and to charge Seller for any damages or losses The City of Canton may sustain as a result of Seller's default. Any failure by The City of Canton to exercise this option with respect to any installment shall not constitute waiver with respect to subsequent installments. In the event, Seller becomes insolvent or makes a transfer for the benefit of creditors in bankruptcy or any other insolvency proceedings are instituted by or against Seller, The City of Canton shall have the right to immediately terminate the Purchase Order.
- 2.6 Seller, upon giving prompt written notice to The City of Canton, shall not be liable for delay or failure to supply the goods orders, nor shall The City of Canton be liable for failure to accept the goods, if such delay or failure is due to causes beyond the reasonable control of Seller or The City of Canton, as the case may be, including, but not limited to acts of God, force majeure, fire, malicious mischief, accident, transportation tie-up, riot, strike, slowdown or labor stoppage of any kind or act of any government, foreign or domestic. Any such delay or failure shall give The City of Canton the right, at its option, to cancel all or such portion of the Purchase Order as it may elect.
- 2.7 An invoice indicating the proper City of Canton Purchase Order Number MUST BE PROVIDED IMMEDIATELY AFTER SHIPMENT OF GOODS. Unless written notice to the contrary is given to The City of Canton by the Seller prior to shipment, all invoices for goods shipped on the Order shall be rendered by and payable to Seller. When prepaid transportation charges are incurred upon direction of The City of Canton, the prepaid receipted transportation bill must support the invoice. Invoice payment dates will be computed from the date of shipment or from the date a valid invoice is received by The City of Canton, whichever is later. Payment terms are Net 30 unless otherwise agreed upon and noted within the formal contract or on the purchase order.
- 2.8 All applicable provisions of the State of Ohio and federal laws relative to equal employment opportunity are incorporated into City of Canton purchases.
- 2.9 All rights and remedies of The City of Canton specifically set forth in Purchase Orders shall be cumulative and in addition to any other or further rights and remedies provided in law or equity. Failure of The City of Canton to insist upon strict performance of any term or condition of a Purchase Order shall not be deemed to be a waiver of The City of Canton's rights and remedies. No waiver by The City of Canton of any default by Seller of any term or condition of a Purchase Order shall be effective unless in writing and signed by an authorized representative of The City of Canton, nor shall any such waiver constitute a waiver of any other default or of the same default on a future occasion.



- 2.10 City of Canton Purchase Orders shall be governed by the applicable laws of the State of Ohio in all instances, including but not limited to terminations bearing a reasonable relation to this state, to another state or nation.
- 2.11 The City of Canton is exempt from State of Ohio Tax and most Federal Taxes. The person whose signature appears on City of Canton Purchase Orders hereby certifies that he/she is an officer of The City of Canton and that he/she is authorized to execute tax exemption certificates and that the article or articles purchased by The City of Canton is/are for the exclusive use of The City of Canton, Canton, Ohio.
- 2.12 Seller warrants that prices shown on this purchase order are complete, and no additional charges of any type will be added without the City's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating. All shipping terms to the City are FOB Destination, freight prepaid and allowed unless otherwise noted on the Purchase Order.

NOTE: The Vendor must support all individual sales made to the City of Canton with a separate invoice or record, showing a description of article or articles, price for each item, and total amount involved in each transaction.

### **3.0 REQUIREMENTS**

#### **Project Background**

This section includes background information for the CMMS implementation project for use in preparing the proposal. This background information is neither comprehensive nor complete, and prospective bidders are encouraged to seek clarifications, if needed, to formulate a responsive proposal.

The primary objective of the City is to select a CMMS that meets the requirements of the Water and Collection Systems Departments as defined in this RFP. The needs of other departments within the City as well as those of Stark County and its constituent municipalities will also be considered and may act as a final differentiator between submissions. Specific needs for other departments include, but are not limited to the following: storm sewers, street signs, pavement, pavement markings, guard rails, 811/OUPS coordination, trees, street/decorative lights, traffic signals, ADA ramps/sidewalks, Parks, etc.

The City of Canton has a metropolitan population of approximately 71,000 people located in Stark County, Ohio. Stark County has a population of approximately 373,000. Other County municipalities include, but are not limited to Massillon, Alliance, North Canton and Hartville.

Founded in 1869, the Canton Water Department (CWD) pumps approximately 19 million gallons of water per day to approximately 42,000 customers. CWD has three water treatment plants, two underground water storage reservoirs, one above ground water storage tower, and



650 miles of water pipe. CWD also has contracts with and provides water to 2 small neighboring villages. The City's Utility Billing Department is also under the umbrella of the Water department.

The Canton Collection Systems Department (CSD) owns, operates, and maintains 351 miles of separated sanitary sewer ranging in size from 4-inch diameter to 96-inches in diameter. CSD is also responsible for 9 sanitary lift stations and 9.2 miles of sanitary force mains throughout the city. The sanitary sewer system is interconnected with multiple satellite sewer systems, including North Canton, Stark County, Louisville, and Summit County.

## Scope of Services

The bidder shall provide design and implementation services to complete configuration, installation and training of the selected CMMS solution for the City of Canton Water and Collection Systems Departments. At a minimum, the services shall include:

### **1. Project Management**

Produce and maintain a written Project Plan including the tasks, milestones, schedule, deliverables, communication, risk management and resource management for the CMMS implementation. The implementation Project Manager shall follow Project Management Institute (PMI) guidelines.

### **2. Requirements Definition**

Document the roles, processes, and functions of the CMMS in accordance with the requirements provided by the City.

### **3. Software and Hardware Specifications**

Define technical specifications for any 3rd party software and/or hardware that will have to be procured by the City to fully implement the CMMS solution.

### **4. Software Installation**

Install the database and application software on the servers, workstations and mobile devices required for the CMMS solution. Confirm access across all computers and devices for development, testing and production use.

### **5. Software Configuration**

Create a Configuration Plan that describes how the software will be configured to meet City needs. Modify screens, menus and reports, and add user-defined fields as required to meet City needs, excluding any custom programming.

### **6. GIS Integrating**

Provide specifications for preparation and maintenance of the City GIS. This includes integrating the GIS with the CMMS, importing/ synchronizing information between the systems, and configuring map related search, display and editing functions. Esri





ArcGIS software in use includes Server and Portal 10.6.1, ArcMap 10.6 and Pro 2.2.1, and ArcGIS Online.

## **7. CCTV Integrating**

Provide specifications for preparation and maintenance of the City of Canton's GraniteNet (version 3.2.0.12) CCTV sewer inspection software. This includes integrating GraniteNet with the CMMS, importing/synchronizing information between the systems, and configuring related search, display and editing functions.

## **8. New World Integration**

Provide specifications for integration with the New World software used by the Utility Billing Department to log meter changes and track customer call notes. The current version 17.1.0023 software will be upgraded to version 18 in 2019. Maintenance work should be logged in the CMMS and linked to the meter inventory and customer complaints in New World.

## **9. Other Software Integration**

The City also uses SeeClickFix and OUPS/811 software that could benefit from integration with the CMMS. In addition, the City plans to begin using a Pavement Management System that is GIS compatible, database supported, and is based on the ASTM 6433 Inspection Standard and the Pavement Condition Index (PCI). Provide specifications for integration with each of these systems.

## **10. Data Conversion**

Import, validate and test the system with data furnished by the City. The bidder shall define the interfaces and data conversion responsibilities of the City and the bidder.

## **11. Testing**

Create a System Test Plan to confirm the applications function properly in the City environment. Resolve issues in configuration, data conversion, and/or performance.

## **12. System Acceptance**

Produce a System Acceptance Plan including functional and performance requirements and the process for resolving issues. Execute the plan, and correct implementation deficiencies that may be identified.

## **13. Training**

Create and execute a comprehensive Training Plan to ensure effective use of the CMMS by the City or other governmental entities as previously designated.

## **14. Startup (Go Live)**

Providing on-site cutover from old systems to the new CMMS solution, assuring system availability to all users.



### **15. Performance Period**

Provide remote and/or on-site support and correction of system deficiencies for a performance period of 120 days from the "Go Live Date".

### **16. Ongoing Technical Support**

Provide technical support and software updates after the performance period.

Upon selection of a product and implementation bidder it is expected to take no more than eighteen (18) months to reach "Step 14 – Startup" for the City of Canton Water and Collection Systems Departments. The Cost Quotation should be based on this expectation, accordingly.

## **Proposal Requirements**

Bidders must respond to all elements of this RFP; failure to do so will render the proposal non-responsive and may be subject to rejection.

### **PROPOSAL FORMAT:**

The proposal shall be formatted on 8.5 by 11-inch paper with text no smaller than a 10-point font and not exceeding 40 pages (double sided represents 2 pages). Failure to comply with these requirements may be considered irregular and subject to rejection.

The proposal shall include the following:

- Complete response to all technical requirements and qualifications.
- Schedule D, Disadvantaged Business Enterprise Form.
- Immigration Law Affidavit Form.
- All other pertinent documentation required in the RFP.
- Acknowledgment of receipt of all addenda (if any).

Absolutely no bidder cost or hourly level of effort information should be included (refer to Cost Quotation). The proposal should contain a schedule which will include the number of calendar days allocated for the required services.

Any written quotations, other submissions, correspondence and all records made thereof, as well as invitations pursuant to this RFP shall be open and public in compliance with Ohio Public Records laws.

### **TECHNICAL QUALIFICATIONS:**

The proposal shall be written in sufficient detail to permit the City and County to conduct a thorough evaluation of the proposed system. The proposal must include the following



information, consisting of the following sections, presented in the order listed. The bidders' qualifications will be scored on a scale of 0 to 100 based on the potential points listed in sections 3 through 10.

**1. Cover Page**

The cover page shall prominently and clearly display the Title of this RFP "Computerized Maintenance Management System Software and Implementation Services" and the name of the primary proposing firm.

**2. Table of Contents**

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

**3. Bidder Information (10 pts)**

The bidder shall include a brief description of the Prime Vendor (bidder), and a description of each subcontractor proposed. If the primary software company is different than the implementation service provider, the service provider will be considered the bidder and the software company (as well as 3<sup>rd</sup> party vendors) will be a subcontractor. Include the following information:

- Company name and address.
- Form of business.
- Name and address of bidder to whom all formal notices shall be sent.
- If a partnership or corporation, give the name and title of all partners, or all officers of the corporation with the address of each.
- If a corporation, the name of state in which incorporated and the date of said incorporation.
- Number of full-time employees located in the United States or Canada.
- Location(s) from which services will be provided.

Proportions (percentage) of employees dedicated to 1) software development, 2) software support/implementation, 3) sales/marketing, and 4) other functions.

- Number of client companies/organizations with active maintenance contracts for the proposed CMMS core software solution, and the corresponding number of computer or user licenses.
- Number of client companies/organizations classified as a municipal government.
- Number of client companies/organizations classified as a water and/or wastewater utility.



**4. Financial Information (10 pts)**

The bidder shall include a summary of the financial condition of the Prime Vendor (bidder) and subcontractors, including an audited financial statement or balance sheet for the most recent fiscal year, and a summary of the gross revenue of the firm for the past five (5) years. Failure to supply this information is not a disqualification but no points will be awarded.

**5. Software Release History (10 pts)**

The bidder shall include a history of major software releases and patches for the proposed core CMMS software, add-on modules and 3<sup>rd</sup>-party applications.

**6. Project Descriptions and References (25 pts)**

The bidder shall include at least five (5) summary descriptions of similar CMMS implementations completed within the last five (5) years by the bidder for organizations similar to the City. Each project description shall include: utility name; implementation services provided; complete list of CMMS software (core, add-on modules and 3<sup>rd</sup> party) including version numbers; issues encountered and managed during implementation of the CMMS solution; year of first use of the CMMS solution and total years required for implementation and client acceptance. Any ongoing work following implementation acceptance by the utility must be clearly noted.

Include at least three (3) references from the list of Project Descriptions. Each reference shall include: utility name; contact name; contact telephone number, contact email address and contact mailing address.

**7. Implementation Services (30 pts)**

The bidder shall include a detailed statement of the services to be provided to accomplish implementation of the CMMS as outlined in this RFP Scope of Services. Deliverables or milestones shall be clearly identified for each activity. A list of assumptions and constraints that materially affect or limit the scope of work shall be included. These services must be based on currently released production software available at the time of proposal submission.

**8. Implementation Schedule (5 pts)**

The bidder shall include an implementation schedule, in the form of a Gantt chart, which shows the total duration of proposed implementation services, and containing the proposed activities and milestones to be completed within the project. This schedule can be formatted as an 11 by 17-inch landscape page for printing.

**9. Software License and Support Terms (5 pts)**

The bidder shall include a list of all software products that must be installed on server, desktop or mobile computers, or handheld devices as part of the proposed CMMS



solution. This includes, but is not limited to operating systems, databases, office suites, core CMMS software, add-on modules and 3<sup>rd</sup>-party applications. Licensing options will be described for the CMMS core software, add-on modules and 3<sup>rd</sup>-party applications required for the proposed solution. The quotation shall include a summary of software support and maintenance services associated with the CMMS core software, add-on modules and 3<sup>rd</sup>-party applications.

Sample software license agreements and software support and maintenance agreements shall be included in the Proposal. **Costs for software or services are not to be included in this proposal document.**

#### **10. System Architecture Diagram (5 pts)**

The bidder shall include a system architecture diagram that depicts the major functions of modules within the CMMS solution and their relationships to other products such as GIS and CCTV inspection software.

#### **11. Appendices**

The bidder may include other supplemental information the proposing firm deems relevant and responsive to this RFP. All such supplemental material may be organized in one or more appendices. **Costs for software or services must not be included in such appendices.**

### **Demonstration Guidelines**

After reviewing the proposal, a short list of bidders may be invited to demonstrate their software solution and integration services. The primary purpose of the presentations and software demonstrations, as described in this section, is to provide the evaluation team with a first-hand look at the proposed software. The City will consider the information presented, and the demonstrations themselves, as additions to the proposal already submitted by each qualified bidder. If deemed necessary by the City and County, modifications to these guidelines will be communicated to short-listed bidders prior to the demonstrations.

Guidelines for the demonstration:

- **Location**

Presentations and demonstrations shall be conducted by the selected bidders at the following address (subject to change by the City, if necessary):

City of Canton Water Treatment Plant  
2664 Harrisburg Rd NE  
Canton, OH 44705

Parking is available in front of the building.



- **Facilities Available**

The following facilities will be available for use by the bidder:

1. Tables and chairs for seating and equipment setup
2. A computer and video projector
3. Internet connection

- **Participants**

Selected bidders determined by the evaluation team will be invited to demonstrate their solution. Participants in the presentation and demonstration will be as follows:

1. From the City & County: the evaluation team and additional interested City and County staff, and the City's consultant.
2. From the bidder: the implementation Project Manager, and any other persons the bidder deems necessary, up to a maximum of four (4) total people.

Other interested entities from the City and Stark County may also be present during the demonstration.

- **Ground-Rules**

The bidder is expected to follow the agenda (see Required Topics below), within a 4-hour time frame. It is required that the demonstration present all requested scenarios within this strict time frame to avoid a significant loss of points.

A live demonstration, using the actual software with example data, is expected. The demonstration must utilize only released production software as described in the proposal. Screen shots, diagrams and paper handouts will only be acceptable for explanations of minor features, technical background, or other supplemental information.

In the interest of allowing the bidder to deliver as much information as possible, attendees will refrain from asking questions during the demonstration. A Question and Answer (Q&A) period of up to 25 minutes will be reserved at the end of the of the 3.5 hour demonstration period. After the Q&A period, the bidder will be asked to present concluding remarks in the remaining 5 minutes.

- **Required Topics:**

- Introductions:
  - Introduce each member of the presentation team and their role in the implementation.



- Bidder Information:
  - Identify the Prime Vendor and all other proposed sub-contractors on the bidder's team and describe their main roles during implementation.
- Software Introduction:
  - Name software products proposed for licensing.
  - Depict the interrelationship of major software architecture, including modules and 3<sup>rd</sup>-party applications.
- Software Demonstration:
  - Show all software functions described in the demonstration scripts.
- Implementation Approach:
  - Present an outline or process flow diagram of the major implementation tasks.
  - Present the implementation schedule and indicate the activities for which you will have substantial on-site presence.
  - Describe how the project will be managed, including the budget, schedule, resources, communication, issues, risks, and change requests.
  - Describe the proposed GIS and CCTV integration approach, including:
    - Processes supported by integration
    - Integration software architecture
    - Whether the integration is real time, near real time, or batch
    - Specific software features enabled by integration
- Q&A Period
- Concluding Statement by Bidder

## **DEMONSTRATION SCRIPTS:**

### Scenario A - Building and Maintaining the Asset Database

The City plans to use Esri ArcGIS 10.6 to maintain the linear sewer and water assets as a geometric network based on the Local Government Information Model (LGIM). If appropriate, the City will maintain facility assets in a hierarchical relationship within the CMMS. Demonstrate the following processes showing how the CMMS manages linear and facility assets:

1. Define a facility asset hierarchy for a wastewater pump station (e.g., organization of building structure, flow meter, telemetry, generator, motor, pump, etc.)



2. Add a new facility asset record (e.g., a wastewater pump)
3. Remove a facility asset from service permanently
4. Move a facility asset out of service for rehab then back into service at a new location
5. Add a new collection system sewer pipe and manhole
6. Split a sewer pipe into two separate assets by adding a manhole at the midpoint of the original pipe while maintaining related CMMS records
7. Merge two connected sewer pipe assets into one asset by removing a manhole while maintaining related CMMS records
8. Abandon a collection system sewer pipe and manhole in place while maintaining related CMMS records
9. Remove a collection system sewer pipe and manhole from service while maintaining related CMMS records
10. Link an asset record to electronic formatted reference materials (e.g., images, CCTV video, documents, spreadsheets, etc.)

#### Scenario B - Work Request Processing

It is expected that unplanned work will be initiated from a customer request submitted by phone or email. Demonstrate the following processes showing how the CMMS software supports service requests from customers or City staff.

1. Open a service request and associate the request with a customer (name, address, account number)
2. Classify a service so the planner/scheduler can determine how to proceed.
3. Show how one or more service requests can be converted to or linked to a single work order
4. Modify a service request with status and notes and show how that information is communicated to maintenance staff if an associated work order is already in progress
5. Close a work request that does not require a work order
6. Show how a work request is closed once a related work order is completed and closed
7. View open service requests to determine their status
8. Via auto-generated email and /or text message, notify an originator/customer of the work request status





#### Scenario C – Defining Planned Maintenance Work Order

Demonstrate the following processes showing how to define and adjust planned (preventive) maintenance work orders.

1. Add and modify planned reoccurring work orders based on calendar intervals and on data driven events such as run times or meter volume
2. Create and modify template work orders including checkbox and list items for standardized data input that can be applied to multiple similar assets such as lift station pumps or watermain repairs
3. Create CCTV inspection schedules

#### Scenario D - Work Order Planning and Scheduling

At any given time, there will be a collection of work orders in the CMMS that are due for immediate attention, due within the next week or month, or overdue. Demonstrate the following processes showing how maintenance planners/schedulers identify, schedule and assign work orders to maintenance teams or individuals.

1. Identify the current and near-term maintenance work load
2. Determine the availability of labor, tools and supplies to perform the work
3. Defer or skip planned work orders
4. Initiate requests for tools or parts, if unavailable or out of stock
5. Schedule and assign work orders to teams or individuals
6. Set automatic alerts for when work orders are past due

#### Scenario E - Work Order Notification, Referencing, Updating and Closing

Demonstrate the following processes showing how a crew/individual who have been assigned a work order are notified and documents the required tools and parts, work performed, status changes and other information once work is completed.

1. Notify maintenance workers of assigned work orders via e-mail, text messaging and/or task list
2. View assigned work orders on a map, including a way to filter the map by color or category
3. Use of a mobile device to enter work order information with a live connection and while disconnected.
4. Use of barcodes to identify facility assets related to work orders.
5. Send an emergency work order directly to a specific crew for immediate attention



6. Give maintenance workers a comprehensive, prioritized list of assigned work
7. Access maintenance and safety reference materials associated with the affected equipment
8. Displaying tool and parts availability
9. Update status and completed work orders with labor hours and materials used
10. Keep a work order open and provide feedback to field crews for additional activities
11. Close a work order once all required information is entered

#### Scenario F – Searching for Asset or Activities and Related Information

Demonstrate the following processes showing how to search for assets, work requests and work orders.

1. Search for asset by geographic location, asset type, hierarchy position or nameplate attributes and view their related information
2. Search for work orders based on status, crew, location or other categories
3. View a list and/or map of open service requests or work orders by status

#### Scenario G - Warehouse Receiving Inventory Control and Distribution

Demonstrate the following warehouse receiving, stocking, and distribution processes.

1. Maintain a comprehensive vendor list
2. Maintain a comprehensive inventory item list
3. Link inventory items to preferred or contracted vendors
4. Link inventory items to electronic format product information
5. Inventory receiving and bar coding
6. Physical inventory and reconciliation
7. Notify warehouse of planned work order needs for advance stock picking and ordering
8. Stock issuance and restocking
9. Automatic purchase requests based on reorder points

#### Scenario H - Setting Security and Access Rights

Demonstrate the following processes for managing users with different roles and rights to view information.

1. Configuration of single sign-on authentication integrated with the Active Directory (if possible)



2. Define different roles or user groups, such as maintenance worker, maintenance supervisor, warehouse worker, planner/scheduler, and system administrator
3. Limit software functions, such as menu choices, data access or specific functions, to certain roles

#### Scenario I - Configuration and Reporting

Demonstrate the following processes for CMMS configuration and reporting.

1. Add asset and work order user-defined fields to screens and hide unused fields
2. Specify fields as optional or required
3. Create drop down lists for asset and work order fields
4. Create custom reports and dashboards (including graphs and maps) using standard templates or from scratch

## **Cost Quotation**

Bidders shall submit a Cost Quotation for implementation services, software maintenance and support, and software licensing utilizing the Cost Quotation in Appendix A. The Cost Quotation shall be submitted in a separate, sealed envelope labeled "Cost Quotation" with the Proposal. This Cost Quotation must correspond with software and services described herein.

All Cost Quotations will remain sealed until the preferred vendor is selected. The terms of the Cost Quotation shall be considered a starting point for negotiation of a final contract. Price modifications should be considered based on the number of Participating Entities, licenses and/or users, applications, etc.; or any other reasonable consideration.

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

### **Questions**

Please direct all questions regarding this request for proposals in writing by **Wednesday, May 15, 2019 at 4:00 PM** to:

Andrew Roth, Director of Purchasing  
[andrew.roth@cantonohio.gov](mailto:andrew.roth@cantonohio.gov)

### **Deadline and Submission Procedures**

Firms interested in providing design and implementation services to complete configuration, installation and training of the selected COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) must provide their proposal by **4:00 P.M. on Wednesday, May 22, 2019**. Proposals received after this deadline will not be considered. Interested Firms may submit proposals on-line through Vendor Registry or may submit four (4) hard copies of the proposal to the following:

---

City of Canton Purchasing Office  
218 Cleveland Ave. SW, 4th floor  
Canton, OH 44702



## Appendix A

### Cost Quotation

Indicate the proposed costs for implementation services, software maintenance and support, and software licensing utilizing the Pricing Template.

1. Required Implementation Services Costs, in accordance with the Scope of Work as described in this RFP, and inclusive of all labor and expenses, including travel and subsistence.

A fixed price of \$\_\_\_\_\_

2. Optional Implementation Services Costs, including services not requested in this RFP, but deemed either necessary or recommended, inclusive of all labor and expenses, including travel and subsistence. Tasks included as optional services include (describe):

---

---

---

A fixed price of \$\_\_\_\_\_

3. Per Diem On-Site Training Costs, for supplemental training sessions that may be conducted in addition to those proposed for the implementation of the CMMS, inclusive of all labor and expenses, and assuming the training facility, as well as an instance of the CMMS configured for training, will be provided by the City, with a maximum of 12 participants per session.

A fixed price of \$\_\_\_\_\_

4. Desktop User CMMS Software Licensing Costs, including all CMMS software licenses required to implement a CMMS for two (2) concurrent users at the administration offices.

A fixed price of \$\_\_\_\_\_



5. Mobile User CMMS Software Licensing Costs, including all CMMS software licenses required to implement a CMMS for fifteen (15) concurrent mobile users.

A fixed price of \$\_\_\_\_\_

6. First Year Software Support and Maintenance Costs, including all costs associated with the recommended and proposed software support agreement, and meeting the minimum requirements as specified in this RFP. Unless otherwise specified the first year support and maintenance period shall commence upon acceptance by the City and Step 14 – Startup for both Water and Collection Systems Departments.

A fixed price of \$\_\_\_\_\_

7. Subsequent Year Software Support and Maintenance Cost Maximum Escalation Factor, consisting of the maximum percentage increase to be applied to prior year software support and maintenance costs to determine a price for the subsequent year.

Increase shall not exceed \_\_\_\_\_ percent per year for the next five (5) years.

#### Implementation Costs

1. What are the total proposed implementation costs as outlined in the RFP for software licensing, annual software maintenance and support for the first year, and total implementation service costs, including all expenses?

\$\_\_\_\_\_

#### Estimated Total Lifecycle Cost

2. What is the 10-year estimated total lifecycle cost for the proposed services and software as calculated from the proposed costs for implementation services, software licensing, and software maintenance and support, as well as City-estimated costs for hardware and City support labor?

\$\_\_\_\_\_

Acknowledge and verify prices shown above by signing and dating this document:

\_\_\_\_\_



## **PROPOSAL PAGES**

We (I), the below signed, hereby propose to furnish the article(s) and/or service(s) at the price(s) [as included in Appendix A – Cost Quotation] 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.

Signature \_\_\_\_\_

### **Addenda Acknowledgement**

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

Addenda Number(s) \_\_\_\_\_



## Appendix B – Required Bid/Proposal Forms

Required forms, Terms and Conditions

### **PROPOSER INFORMATION AND SIGNATURE**

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

a. Name of Proposer \_\_\_\_\_

b. Business Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

c. Business Telephone Number ( \_\_\_\_ ) \_\_\_\_\_

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

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



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

g. Principal place of business \_\_\_\_\_

i. Federal I.D. Number # \_\_\_\_\_

2. Form of Business Organization.

\_\_\_\_ Corporation

\_\_\_\_ Partnership

\_\_\_\_ Other

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

_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____
_____	_____





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

_____	_____
_____	_____
_____	_____
_____	_____

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Proposer

By \_\_\_\_\_

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

**Please have this page notarized**



**CITY OF CANTON INCOME TAX INFORMATION AND PROVISIONS**

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

**City of Canton Income Tax Department**

**Office Address**

424 Market Ave. N  
Canton OH 44702

**Correspondence Address**

P.O. Box 9940  
Canton, OH 44711



**Phone:** (330) 430-7900

**Fax:** (330) 430-7944

**Email:** [cantontax@cantonohio.gov](mailto:cantontax@cantonohio.gov)

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

**Provision 1**

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



**Provision 2**

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

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



**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., 2<sup>nd</sup> 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)



## **INSURANCE INFORMATION AND REQUIREMENTS**

### **Instructions**

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

1. Liability Insurance Certificate
2. Workers Compensation Certificate

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

### **Insurance Requirements**

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

- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- II. The Contractor shall maintain liability insurance and furnish the Service Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- III. In accordance with Item II, the Contractor shall maintain the following insurance:
  1. Workmen's Compensation and Employer's Liability Insurance affording,
    - a. Protection under the Workmen's Compensation Law in the State of Ohio.
    - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.



2. General Liability Insurance in amounts not less than:
  - a. General Aggregate Limit \$2,000,000.00
  - b. Personal and Advertising Injury Limit \$1,000,000.00
  - c. Each Occurrence Limit \$1,000,000.00
  - d. Fire Damage \$ 100,000.00
  - e. Medical Expense Limit \$ 5,000.00

This insurance shall:

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

**Please Note:**

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



## **CONTRACT COMPLIANCE AND EEO FORMS**

### **Instructions**

#### **1. Contract Compliance Requirements:**

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

#### **2. Affirmative Action Plan/EEO Policy:**

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

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





## **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 last the report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.



**V. ADDITIONAL INFORMATION (Optional)**

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

**VI. POLICY STATEMENT**

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

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

---



**W9 Tax Form**

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



**CITY OF CANTON CODIFIED ORDINANCES**

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

**2. 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.)*

**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 181.06 and any payment on net profits under Section 181.03.
- 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 181 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. 158-2014. Passed 8-11-14.)*

**4. 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.)*