

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 6th floor
Canton, Ohio 44702

Lease of Commercial Space in the Cornerstone Parking Deck, 204 Walnut Ave SE

Item/Project

Service Department

Responsible Department

Friday, December 19, 2014 at 2:00 PM local time

Bid Opening Date and Time

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

Lease of Commercial Space at the Cornerstone Parking Deck

BIDDER'S CHECKLIST

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

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

- _____ Cover sheet (Page 1)
- _____ Checklist (Page 2)
- _____ Legal Notice (Page 3)
- _____ Specifications (Pages 4-8)
- _____ Proposal Pages (Page 9)
- _____ Bid Check (Certified or Cashiers) or Bid Bond (Page 10)
- _____ Bidder Information/Signature Pages (Pages 11-13)
- _____ Income Tax Requirements (Page 14)
- _____ Insurance Requirements (Pages 15-16)
- _____ Personal Property Tax Certification: ORC 5719.042 (Page 17)
- _____ EEO Forms and Contract Compliance (Pages 18-22)
- _____ City of Canton Codified Ordinances (Pages 23-27)
- _____ Explanation of Proposed Operation (See Section 3.3.1)
- _____ Audited Financial Statement (See Section 3.3.2)
- _____ Experience and References (See Section 3.3.3)

Lease of Commercial Space at the Cornerstone Parking Deck

LEGAL NOTICE
Ordinance 202/2014

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Tuesday, December 19, 2014** for the:

Lease of Commercial Space at the Cornerstone Parking Deck (204 Walnut Ave SE)

The City will disqualify any bid not received on or before 2:00 PM local time on Tuesday, December 19, 2014. Shortly after the deadline for the submission of bids, bids received on time will be publically opened and read aloud. The Sixth Floor Conference Room of Canton City Hall is the location for the bid opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Sixth Floor, Canton, Ohio 44702 according to the instructions in the Invitation to Bid posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/purchasing/?pg=showbids>.

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

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

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

The Board of Control reserves the right to reject any or all bids.

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

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

It is requested that the bidder print this entire packet and submit in its entirety. The City also requests that the bidder submits an original completed bid packet and two (2) copies of that completed packet for a total of three (3) bid packet copies.

Please contact Director of Purchasing Randall Dublikar at randall.dublikar@cantonohio.gov if you have any questions regarding this bid.

By order of the Director of Public Service: William Bartos
Published in the Canton Repository: November 13, November 20, November 27, December 4, and December 11, 2014

Lease of Commercial Space at the Cornerstone Parking Deck

SPECIFICATIONS

1.0 Scope and Classification

- 1.1 **Scope:** The City of Canton is seeking bids for a minimum three (3) year lease of commercial space in the northwest corner of 204 Walnut Avenue SE (Cornerstone Parking Deck) for establishing and operating a concessions or restaurant business. The award of the lease will be made to the highest bidder. The City's Board of Control may reject any or all bids.
- 1.2 **Classification:** The space to be leased is approximately 1,895 square feet. A common area hallway and restroom facilities are available for use by the operation.

2.0 Applicable Publications and Standards

- 2.1 N/A

3.0 Requirements

3.1 General Requirements

- 3.1.1 Bidders shall provide firm and fixed per-year lease prices for the property on the proposal pages provided.
- 3.1.2 The lease agreement shall be for three (3) years, with the option to extend the lease for two (2) additional one-year periods if mutually agreed upon by both parties.
- 3.1.3 Bidders can view the space both during the bid process and prior to officially signing the contract. Contact Chuck Dubose at 330-904-8111 to schedule a time to view the space.
- 3.1.4 The winning bidder ("Operator") shall have the exclusive use of the property for the stated purposes. Operator shall not allow nor permit illegal activities to be conducted on the premises.

3.2 Operation Requirements

- 3.2.1 Alterations: Operator shall be responsible for making any alterations to the building to accommodate the proposed operation.
- 3.2.1.1 Plans for any alterations must receive prior written approval from the Director of Public Service.

Lease of Commercial Space at the Cornerstone Parking Deck

- 3.2.1.2 All repair/alteration work is to be done in accordance with all applicable building codes, and permits must be secured from the same.
- 3.2.1.3 Alterations to the building proper become the property of the City of Canton. Operator shall retain title to trade fixtures and equipment, furniture and furnishing installed by the Operator.
- 3.2.1.4 No sign of any nature shall be attached to, nor erected, inside or outside of the leased premises without the express written approval of the Director of Public Service.
- 3.2.2 Operator shall furnish all equipment necessary for the operation of such a facility. A list of this equipment must be provided to the City.
- 3.2.3 Health, Sanitation and Safety
 - 3.2.3.1 Operator shall be responsible for operating in compliance with all applicable health regulations.
 - 3.2.3.2 Operator shall keep the premises clean, neat, orderly, safe and sanitary at all times.
 - 3.2.3.3 Operator shall be responsible for the proper handling and disposal of garbage, trash and other refuse, including payment for these services.
- 3.2.4 Maintenance and Operations
 - 3.2.4.1 Operator shall be responsible for all day-to-day interior cleaning and maintenance of the leased portion, including food service areas and restrooms. If Operator chooses to hire outside janitorial services, it shall be at their expense.
 - 3.2.4.2 The City will be responsible for exterior maintenance, including landscaping and walkways.
 - 3.2.4.3 Operator shall keep interior portions and installations in good repair and working order.
- 3.2.5 Operator shall be responsible for all utilities costs.
- 3.2.6 Operator shall not be permitted to assign or subcontract all or any part of its rights and/or duties under the contract without the prior written consent of the City of Canton.

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3.3 Bidding Submittal Requirements

3.3.1 Bidders are required to include an explanation of their plans for the leased space with their bid. The explanation shall include, but not be limited to, all of the following:

- 1) Hours of operation
- 2) Food menu to be offered
- 3) Accommodations for customers
- 4) Operating budget
- 5) Maintenance plans
- 6) Preliminary employee information

3.3.2 Each bidder shall submit an audited financial statement for the last fiscal year.

3.3.3 Each bidder shall submit a detailed summary of experience and references for the same. Financial references shall also be included.

4.0 Inspections and Testing

4.1 Bidders shall have the opportunity to inspect the premises both during the bid process and prior to accepting the award of the contract. Contact Chuck Dubose at 330-904-8111 to schedule a time to view the space.

4.2 At any time during the term of the Lease, the City shall have access to the premises for purposes of inspection. The operator shall permit the City access to the property for inspection or repairs at all times requested by the City. Unless otherwise agreed upon in advance, the City will give twenty-four (24) hours' notice for these inspections and/or repairs.

5.0 Notes

5.1 Cancellation: The City shall have the right, upon sixty (60) days written notice to the Operator to cancel the contract in its entirety if any of the following events occur:

5.1.1 Material breach of any provision of the Agreement, not remedied within ten (10) days after notice.

5.1.2 Violation of any local, state or federal law or regulation.

5.1.3 Operator abandons or discontinues the operation.

5.1.4 Bankruptcy proceedings: If the Operator shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or

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answer seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any other law or statute of the United States or any state, or government, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property of the Operator.

- 5.1.5 Bankruptcy judgment: If by order or decree of a court of competent jurisdiction, Operator shall be adjudged bankrupt or an order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or any laws or statutes of the United States or any state, territory, or possession thereof, or under the laws of any other state, nation or government.
- 5.1.6 Management of Creditors: If by or pursuant to any order of degree of any court of governmental authority, board, agency or officer having jurisdiction in the premises, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Operator for the benefit of the creditors.
- 5.1.7 If the Operator defaults in fulfilling any of the terms, covenants or conditions to be fulfilled by it under this Agreement and shall fail to remedy said defect within ten (10) days following the receipt by the Operator of a written demand to do so by the City, or if by nature of such default, the same cannot be remedied within ten (10) days after receipt of a Notice to Cure, then the Operator shall have failed to fulfill its duties under the Agreement. Waiver of any cause of cancellation by the City shall not serve as a permanent waiver of any course of cancellation contained herein.
- 5.2 Questions and Addenda
- 5.2.1 All questions should be submitted in writing at least five (5) business days prior to the day and time of the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
- 5.2.2 All questions should be directed to:
Mr. Randall Dublikar
City of Canton Purchasing Department
Email: randall.dublikar@cantonohio.gov
- 5.2.3 Bidders are responsible for monitoring the City's website for all official addenda.
- 5.2.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.

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5.3 Proposal Page Instructions

- 5.3.1 Bidders shall provide per year lease amounts on Page 9 for each of the years covered by the agreement. Years four (4) and five (5) are optional years that can be exercised through mutual agreement of both parties.
- 5.3.2 Pricing must be provided Page 9 of this bid packet. Pricing found elsewhere in the bid may not be considered.

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PROPOSAL PAGE

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

Bid Item 1

Description	Total Price (In Figures)	Total Price (In Words)
Annual Lease Amount		

Addenda Acknowledgement

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

Addenda Number(s) _____

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BID GUARANTY

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

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

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law. Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

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

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

BIDDER INFORMATION AND SIGNATURE

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

a. Name of Bidder _____

b. Business Address _____

_____ City _____ State _____ Zip

c. Business Telephone Number (____) _____

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

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

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

g. Principal place of business _____

h. Working days necessary to complete project _____ days

i. Federal I.D. Number # _____

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

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Bidder Information Page 2 of 3

2. Form of Business Organization.

____ Corporation

____ Partnership

____ Other

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

_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____
_____	_____

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Bidder Information Page 3 of 3

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

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

Signed this _____ day of _____, 20_____

Contractor

By _____

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

Please have this page notarized

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CITY OF CANTON INCOME TAX

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 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.

The successful bidder will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Bidders 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

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

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

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.

INSURANCE INFORMATION AND REQUIREMENTS

Instructions

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

1. Liability Insurance Certificate
2. Workers Compensation Certificate

(Note: Bidders are encouraged to submit these items with their bid packets.)

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	\$ 50,000.00
e. Medical Expense Limit	\$ 5,000.00

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This insurance shall:

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

Please Note:

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

PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)

Instructions

The successful bidder shall be required to

1. retype the statement below on the bidder’s letterhead,
2. have said statement notarized utilizing either paragraph (A) or (B) as it applies to your company, and
3. submit the **notarized** statement to the City of Canton.

Note: Bidders are encouraged to submit this with the bid packet.

Office of the Auditor
City of Canton
City Hall 218 Cleveland Avenue S.W.
Canton, Ohio 44702

Dear Sir or Madame:

(A) The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening 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 to whom 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 the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

It is understood that, by 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 Corporation

President

Secretary

CONTRACT COMPLIANCE AND EEO FORMS

Instructions

1. The successful bidder shall be required to comply with the City's Contract Compliance Program regarding equal employment opportunity.
2. Please complete and submit with your bid the Bidder and Contractor Employment Practices Report forms located on the following pages.
3. **Please be sure to fully complete section IV. This includes reporting a number for ALL categories even if the answer is zero (0).**
4. The successful bidder should also be prepared to submit an "affirmative action plan" and/or "EEO policy."

Note: Bidders are encouraged to submit this information with the bid.

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BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

CITY OF CANTON OFFICE OF COMPLIANCE

424 MARKET AVE N CANTON, OHIO 44702

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as it relates 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.

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.

- B. **CONTRACTOR AND BIDDER PERFORMANCE:** 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 contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in a contract with the City.

II. CONTRACTOR AND BIDDER INFORMATION

1. REPORTING STATUS <input type="checkbox"/> A. Prime Contractor <input type="checkbox"/> B. Prime Subcontractor <input type="checkbox"/> C. Supplier <input type="checkbox"/> 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
5. CONTRACTING CITY AGENCY (OR AGENCIES)
6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE (DATE)

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed _____

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III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or is unable to adopt policy.
 If C is circled for any of the responses below an explanation is required in the space provided

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non- discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

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IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

MALE:

FEMALE:

Job Categories:	Total	Total	Total	African	Asian	Native	Hispanic	African	Asian	Native	Hispanic
	Male & Female	Male	Female	American	American	American		American	American	American	
Officials, Mgrs and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
Total:											

REMARKS: Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

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 Separate sheet if additional space is required

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VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations require each employer, contractor, and material suppliers working city projects to 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:
 - a. 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 we hire on this project to adhere to, sign, and return this statement to the city.

VII. Signatures

The undersigned certifies that he/she is legally authorized by the 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: _____

Date of Signing: _____

Signature: _____

Title: _____

Signature: _____

Title: _____

CITY OF CANTON CODIFIED ORDINANCES

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

1. **Chapter 105.03 – U.S. steel usage required; exception.**

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City.
(Ord. 224-77. Passed 6-27-77.)
2. **Chapter 105.05 – Materials to be purchased locally.**

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:
It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.
(Res. 49-77. Passed 2-7-77.)
3. **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.)
4. **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

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bidders. The Board of Control's decision in making such an award shall be final.

- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.

- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

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

- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

(Ord. 95-2014. Passed 5-5-14.)

5. 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.

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- 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.)

6. 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

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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.

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- 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.)