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*OFFICIAL BID PACKAGE*

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Fire Hydrants and Fire Hydrant Repair Parts  
2012

Bid October 8, 2012

The City of Canton

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# LEGAL NOTICE

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## Ordinance 15-2012

The Director of Public Service of the City of Canton, Ohio will accept sealed bids until 2:00PM, Local Time on **MONDAY, October 8, 2012**, for the purpose of securing bids for,

### **Fire Hydrants and Fire Hydrant Repair Parts 2012**

Submit bid according to the specifications and bid sheet(s) on file and available on the Purchasing department website at <http://cantonohio.gov/purchasing/?pg=665> in the Contract Office/Sixth Floor, Purchasing Department, Canton City Hall Building. The bidder must download and submit the entire Official Bid Package.

Submit all bids to the City of Canton Contract Office, 218 Cleveland Avenue SW, Purchasing Department/ Sixth Floor, Canton, Ohio 44702 before 2:00 p.m. on the day of the bid opening.

**THE CITY WILL DISQUALIFY ANY BID NOT RECEIVED IN THE CONTRACT OFFICE ON OR BEFORE 2:00 PM ON MONDAY, October 8, 2012.**

Each bid must contain the full name of every person or company participating in the bid. 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 properly secured if the bid is accepted.

You the Bidder shall verify the CERTIFIED CHECK, CASHIER'S CHECK or BID BOND for **FIVE HUNDRED (\$500.00) DOLLARS**. PLEASE NOTE. 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 YOUR 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 be rejected, such check or bond will be returned to the bidder or bidders within ten (10) days after the contract is awarded, and should any bid be accepted, such check or bond will be returned upon execution and securing of contract. Bidders shall be prepared to furnish any information requested regarding return of bond or check.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton. All companies must submit their Federal ID Number.

**BY ORDER OF THE DIRECTOR OF PUBLIC SERVICE WARREN PRICE**

Published in the Canton Repository: September 21 and September 28, 2012



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*PLEASE BE ADVISED THAT THIS CONTRACT WILL BE FOR A ONE-YEAR PERIOD. THE CITY HAS AN OPTION OF A THIRTY-DAY EXTENSION AT THE SOLE DISCRETION OF THE CITY.*

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*THE EFFECTIVE START DATE SHALL BE DETERMINED BY THE CITY OF CANTON CONTRACT OFFICE AND ONLY AFTER THE FULL EXECUTION OF THE CONTRACT.*

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*EACH BIDDER MUST SUBMIT AN "AFFIRMATIVE ACTION PLAN" AND/OR "EEO POLICY." BIDDER MUST READ ALL EEO AND MBE REQUIREMENTS. PLEASE SUBMIT A REQUEST FOR WAIVER IF YOU DO NOT HAVE OPPORTUNITY TO SUBCONTRACT ANY WORK.*

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*EACH BIDDER MUST SUBMIT THEIR FEDERAL ID NUMBER FOR IRS PURPOSES.*

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**PLEASE ACKNOWLEDGE THAT YOU HAVE READ THE ABOVE REQUIREMENTS BY SIGNING BELOW.**

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DATE

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SIGNATURE

**-BLANK-**

**ALL SEALED BIDS ARE TO BE MAILED AND/OR  
DELIVERED TO THE FOLLOWING:**

**MR. STEVE HENDERSON**

**CONTRACT OFFICE**

**CANTON CITY HALL BUILDING**

**SIXTH FLOOR**

**218 CLEVELAND AVENUE SW**

**CANTON, OHIO 44702**

**FAILURE TO DO SO COULD RESULT  
IN YOUR BID BEING DISQUALIFIED.**



PLEASE READ CAREFULLY

PLEASE BE ADVISED THAT BY SUBMITTING YOUR BID(S) TO THE CITY OF CANTON, THE CITY ASSUMES THAT SAID BID(S) HAS BEEN REVIEWED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY TO ASSURE THAT THE BID(S) IS/ARE CORRECT AND/OR ACCURATE.

ANY BIDDER MAY WITHDRAW THE BID(S), BY WRITTEN REQUEST, AT ANY TIME PRIOR TO THE HOUR SET FOR THE BID OPENING.

IF THERE IS NO WITHDRAWAL OF **THE** BID(S), IN ACCORDANCE WITH **THE ABOVE PROCEDURE**, THE CITY RESERVES **THE** RIGHT TO ENFORCE SAID BID PRICE(S) AND/OR CONTRACT.

ALTERNATE OR OPTIONAL BIDS

IF YOU SUBMIT AN ALTERNATE OR OPTIONAL BID THAT MEETS OR EXCEEDS SPECIFICATIONS, SAID BID WILL BE CONSIDERED IN THE EVALUATION AND/OR AWARD. HOWEVER, REMEMBER THAT THE BOARD OF CONTROL RESERVES THE RIGHT TO AWARD THAT BID WHICH IS IN THE BEST INTEREST OF THE CITY.



## **ARTICLES OF INCORPORATION**

**UNLESS THE BIDDER SUBMITS, WITH ITS BID, THE “ARTICLES OF INCORPORATION” SHOWING EXACTLY WHAT NAME YOU ARE INCORPORATED UNDER WITH THE STATE OF OHIO, CANTON MAY REQUEST THE BIDDER PROVIDE THIS INFORMATION.**

**THE ARTICLES OF INCORPORATION ARE THE DOCUMENTS FILED WITH THE STATE (OHIO OR OTHERWISE) CREATING THE CORPORATE ENTITY.**



# **SUPPLEMENTARY GENERAL CONDITIONS**

## **GENERAL CONDITIONS/CANTON INCOME TAX**

Each bidder, by the act of submitting its bid agrees to withhold all City Income Taxes due Or payable under Chapter 181 of the Codified Ordinances of the City of Canton 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 service performed under this contract.

Furthermore, any person, firm, or agency that has a contract, or agreement with the City shall be subject to the City Income Tax whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to City Income Tax.

Questions regarding this matter shall be directed to the City of Canton, Income Tax Department at 330-430-7900.

## **GENERAL CONDITIONS**

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. Section 105.03 – U.S. steel usage required; exceptions.
2. Section 105.05 – Materials to be purchased locally.
3. Section 105.12 – Local preference.

Copies of the text of the above noted Ordinance Sections are attached to these bid documents for bidders' review and compliance.

### **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.)

### **105.04 EMERGENCY CONTRACTUAL PROCEDURES.**

(a) Upon the occurrence of any emergency situation within City government that affects the health, safety and welfare of this City and which requires the immediate attention on the part of the executive members of City government, the appropriate City official, i. e. Mayor, Service Director or Safety Director, a written report shall be submitted to the Clerk of Council with a copy of this report to the Chairman of the Finance Committee and, if applicable, a copy to the chairman of any other committee of Council that normally will be charged with the responsibility of the subject matter of the emergency.

(b) Such written report and copy or copies shall be submitted to Council for the Council agenda for the next succeeding Council meeting, as long as the emergency did not exist seventy-two hours before the preceding meeting.

(c) The written report shall be placed on the Council agenda for the next succeeding Council meeting.

(d) Written reports shall to the extent possible:

(1) Describe the nature of the emergency;

(2) Provide the various alternatives being provided to correct the problem;

(3) Name the appropriate department head charged with the responsibility of coping with the emergency;

(4) Name contractors or persons who are being considered to undertake the responsibility of dealing with such an emergency;

(5) Name the contractors or persons who are performing the work necessary to undertake the responsibility of dealing with the emergency;

(6) Provide the estimate cost for such an undertaking if this information is available;  
and

(7) Provide effort and time for the work to be performed by such contractors or persons if available, and other relevant information that is necessary to give Council the full picture and the process being used to determine the resolution of such emergency.

(e) Strict compliance of the foregoing on the part of those who may have to proceed with the remedy or repair of an emergency situation without prior legislative authority will be a substantial consideration on the part of Council in subsequently enacting the legislation to compensate the person who has undertaken such emergency work.

(f) Upon receipt of such written notice, the chairman of the Council committee(s) shall make reasonable efforts to come in contact with the City department director who has assumed the responsibility of coping with such emergency situation.

(g) The Board of Control is directed to notify and invite all contractors to enter their names on a list with the City if they wish to participate in handling work or supplying material for the City on an emergency basis. A copy of the contractors who will participate is to be registered with the Clerk of Council. (Res. 76-76. Passed 3-1-76.)

#### **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.)

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#### **105.06 MINORITY CONTRACT PROVISION.**

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 business enterprises. For purposes of this pledge, the term "minority business enterprise" means a bona fide business at least fifty percent (50%) of which is owned by minority group members or, in the case of publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purposes of the preceding sentence,

"minority group members" means citizens of the United States who are either Negroes, Spanish-speaking, Orientals, American Indians, Eskimos, Aleuts or female. Minority business enterprises may be employed as construction subcontractors or as vendors or suppliers. The bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

(Ord. 331-80. Passed 11-10-80.)

**105.07 GRANT AND LOAN APPLICANT REQUIREMENTS.**

(a) No person, partnership, corporation and/or unincorporated association shall be eligible to receive any grant, loan from Community Development funds or tax incentive, whether administered directly by the Department of Development or indirectly through a program administered by a non-profit agency on behalf of the City, unless the applicant is paid in full or is current and not otherwise delinquent in the payment of any of the following:

- (1) Any outstanding judgments, liens, grant or delinquent loan obligations owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;
- (2) Utility bills for water, sewer and sanitation services owed to the City of Canton;
- (3) Income taxes (to include mandatory wage withholding by employers) owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;
- (4) Real estate taxes and assessments on any properties owned by the applicant;
- (5) Personal property taxes owed to the Stark County Auditor and/or State of Ohio; or
- (6) Any outstanding loans, grants, subsidies or other entitlements received from any federal or state funded Housing and Community Development program.

(b) The applicant shall be required to provide to the City of Canton a notarized statement averring that the applicant is paid in full or is current and not otherwise delinquent in the payment of the obligations listed in subsections (a) (1 - 6).

(c) Falsification of such statement shall result in cancellation of any grant or loan received, and the applicant shall be required to refund any grant or loan funds received.

(d) Council may waive or modify the requirements of this section as applied to a particular applicant if in the interest of justice, and upon consideration of the surrounding circumstances, such waiver or modification is deemed reasonably necessary by Council.

(e) Under any Community Development program in which the combined household income of

all members is calculated for the purpose of determining income eligibility of the applicant, no applicant shall be eligible to receive any grant or loan from the Department of Development if any coapplicant or other member of the same household is delinquent in the payment of any of the categories listed in subsection (a) hereof.

(f) Notwithstanding the above, this section shall not apply to any individual, partnership, corporation or incorporated association seeking assistance under a HOME Repair or Emergency Shelter program grant, at the time of the application.

(g) No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners, any person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in any of the categories listed in subsection (a) hereof, shall be eligible for the award of any grant or loan. No person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in any of the items listed in subsection (a) hereof shall be eligible for the award of any grant or loan.

(h) The Department of Development and any other department which may hereinafter or presently administer the awarding of grants and loans to applicants under any program shall establish guidelines and screen applicants consistent with the foregoing requirements. All City Departments shall comply with the requests of the Department of Development and any other department for information which are made pursuant to this

section.

(i) The Department of Development, for programs within its administration and authority, may waive or modify the requirements of this section, under appropriate surrounding circumstances, where a strict interpretation of this section would not further the established goals of the Department.

(Ord. 205-2010. Passed 11-8-10.)

### **105.08 CAPITAL IMPROVEMENT PROJECTS. (REPEALED)**

EDITOR'S NOTE: Former Section [105.08](#) was repealed by Ordinance 86-2009.

### **105.09 NOTICE AND BIDDING REQUIRED, WHEN.**

Contracts for the purchase of material, equipment, supplies or services, other than professional or personal services as defined in Section [105.10](#), which are purchased, leased or constructed at a cost in excess of twenty thousand dollars (\$20,000), and which require bidding pursuant to Ohio R.C. 735.05 through 735.09, and 737.03, shall first be approved by Council, and the contract shall be made with the lowest and best bidder after advertisement for not less than two or more than four consecutive weeks in

a newspaper of general circulation within the City.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

#### **105.10 PROFESSIONAL OR PERSONAL SERVICES CONTRACTS.**

All professional or personal service contracts entered into by any official on behalf of the City shall first be approved and authorized by Council where the contract exceeds fifteen thousand dollars (\$15,000). A professional service or personal service supplier shall be defined as an individual who possesses professional expertise or a specialized skill in the service area, which expertise or skill may vary from one supplier to another. Professional or personal services shall include, but not be limited, to the following: legal, medical, psychological, counseling, accounting, auditing, engineering, architectural, insurance and banking services. A professional or personal service contract shall be considered as one contract where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the services to be provided under the contract, evidences the undertaking of a single project.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99.)

#### **105.11 STATE COOPERATIVE PURCHASING WITH ADMINISTRATIVE SERVICES.**

(a) The City hereby requests authority pursuant to Ohio R.C. 125.04 to participate in State contracts which the Department of Administrative Services, Office of State Purchasing, has entered into for the purchase of supplies, services, equipment and certain materials.

(b) The City hereby agrees to all contract terms and conditions which the Department of Administrative Services, Office of State Purchasing, may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Department may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 9-92. Passed 1-27-92.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions, and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase

to verify that the City satisfied the conditions for making a purchasing under this section.

(Ord. 52-99. Passed 3-29-99.)

### **105.12 LOCAL BIDDER PREFERENCE.**

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of one hundred thousand dollars (\$100,000.00), than the lowest dollar bid submitted by non-local bidders, provided that the project bid does not exceed ten percent (10%) of the engineer's estimate. The Board of Control's decision in making such an award shall be final.

(Ord. 86-2009. Passed 5-18-09.)

(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract:

- (1) Is a resident of the City and/or has its principal place of business in the City; and
- (2) Which has filed a City of Canton "Resident" Income Tax Return for the past two tax years.

(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 City Code Section [105.12](#) is attached.

(Ord. 112-97. Passed 6-2-97.)

(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of twenty thousand dollars (\$20,000) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

(Ord. 112-97. Passed 6-2-97; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

### **105.13 STATE COOPERATIVE PURCHASING WITH ODOT.**

(a) The City hereby requests authority pursuant to Ohio R.C. 5513.01 to participate in State

contracts which the Ohio Department of Transportation has entered into for the purchase of supplies, services, equipment and certain materials without competitive bidding.

(b) The City hereby agrees to all contract terms and conditions which the Ohio Department of Transportation may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Department of Transportation may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 175-93. Passed 9-13-93.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions of making a purchase under this section.

(Ord. 52-99. Passed 3-29-99.)

#### **105.14 CHANGE ORDERS TO CONTRACTS.**

(a) Change orders are amendments to contracts to provide for alterations or modifications of the scope and/or cost of the original contract. A proposed amendment to a contract which is outside the general scope of the original contract does not constitute a change order, but is rather a proposal for a new and separate contract which requires independent contractual authority and bidding, if applicable.

(b) The Director of Public Service and the Director of Public Safety are hereby authorized, without approval of Council, to approve and enter into change orders which do not in the aggregate exceed:

- (1) Ten percent (10%) of the total authorized original contract price; or
- (2) \$100,000.00, whichever is less.

This authority is subject to the availability of funding. Change orders shall additionally require approval of the Board of Control.

(c) Change orders in excess of the aggregate amounts set forth in subsection (b) hereof shall require approval of Council. The above stated limitations may be amended by Council in any legislation providing for any contract or in any subsequent amending ordinance. (Ord. 31-2000. Passed 2-14-00.)

TMH/oc  
5/3/97  
2155

By: Then as M. Bernabei, Law Director  
Rec'd by [Signature]

1st Reading MAY 1 2 1997

Referred to [Signature]

16  
2nd Reading, JUN 0 2 1997  
3rd Reading, JUN 0 2 1997  
PASSED: JUN 0 2 1997

[Signatures: Margaret Miller, Joseph [unclear], [unclear], [unclear], [unclear]]

Recorded in Volume \_\_\_\_\_ Page \_\_\_\_\_ REC'D 5-30-97 2:02 P.M. SW

ORDINANCE NO. 112/97

AN ORDINANCE AMENDING SECTION 105.12, LOCAL PREFERENCE, AND SECTION 181.09, INVESTIGATIONS; INFORMATION CONFIDENTIAL; PENALTY FOR DIVULGENCE; RECORDS TO BE KEPT FOR FIVE YEARS, OF THE CODIFIED ORDINANCE OF THE CITY OF CANTON

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO, THAT:

Section 1. Section 105.12, Local Preference, of the Codified Ordinances of the City of Canton, be and the same is hereby amended to read as follows:

105.12 LOCAL BIDDER PREFERENCE.

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of ~~\$10,000.00~~, than the low dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

\*Per Ord. 86/2009 the amount of \$10,000.00 has been increased to \$100,000.00.

(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract: (1) is a resident of the City and/or has its principal place of business in the City; and (2) which has filed a City of Canton "Resident" Income Tax Return for the past two (2) tax years.

(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:

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



(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of ~~\$10,000.00~~ and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.83. \$100,000.00



# **SPECIFICATIONS FOR FIRE HYDRANTS FOR THE CANTON WATER DEPARTMENT**

The undersigned agrees to furnish to the City of Canton, Ohio **FIRE HYDRANTS** delivered F.O.B. Canton, Ohio and as per the following specifications.

## **QUANTITY**

As needed.

## **TYPE**

The hydrants shall be of the post type with compression type valve that closes with the line pressure and is to be designed for a working pressure of 250 pounds per square inch in ordinary water works service. Wet barrel hydrants are not acceptable. The bid hydrant must have been in production and in use in the public sector for at least one (1) year prior to the date of the bid.

## **DRAWINGS AND SPECIFICATIONS**

Bidders must submit with their bids two (2) copies of detailed drawings, certified flow and pressure loss charts and specifications of the hydrants which they propose to furnish. The bidder shall furnish a list of places where the bid hydrant has been in use for at least one (1) year. The hydrant shall conform to the requirements of the latest revision of AWWA Specifications C 502 for Fire Hydrants for Ordinary Water Works Service, except as hereinafter specifically modified, and in accordance with the detailed drawings and specifications furnished with bid.

## **BURY LENGTH**

The distance from the center of the inlet connection to the ground line shall be 4 ft. 0 in. and 5 ft. 0 in.

## **TYPE OF SHUT OFF**

Compression type closing with the line pressure and shall be of the center stem construction.

## **INLET CONNECTION**

The inlet shall be 6 inch mechanical joint connection. Hydrant MJ inlet should be enlarged for use with CD cast iron pipe and ductile iron pipe. MJ inlet shall be supplied with duck tip gasket and MJ accessories.

## **HOSE NOZZLES AND CAPS**

Hydrant shall have two (2) 2-1/2" hose nozzles and one (1) 4-1/2" pumper nozzle. Threading of

nozzles is to be American National Standard in all respects.

### **FORM OF THREAD**

Outer end of thread left blank for 1/8" and terminated by "Higbee Cut" to avoid crossing and mutilation of otherwise finely drawn out thread.

Nipples shall be threaded directly into the hydrant barrel with left-hand thread. Bushing or quarter turn-nozzles will not be permitted. Nozzle gaskets and chains will be required. Nipples may be leaded into the hydrant barrel.

### **DIRECTION OF OPENING**

Hydrants shall open by turning to the right (clockwise). There shall be cast on the type of the hydrant in characters raised 1/8" and arrow at least 2-1/2" long and the word "OPEN" in letters 1/2" high in relief, indicating direction to turn to open the hydrant.

### **OPERATING NUT**

The size and shape of the operating nut shall be square, 1" at bottom tapered to 7/8" at top. The operating nut thrust collar shall bear against an anti-friction washer or ball bearing when the operating nut is turned in the opening direction.

### **HYDRANT BARREL**

Hydrant barrels shall be in two (2) sections. The union between the upper and lower barrels shall be made by means of a traffic safety device which will break cleanly upon traffic impact. The design shall be strong enough to withstand normal handling such as would be encountered in loading, unloading and installation. The design shall be such that the upper barrel can be rotated from 1-360 degrees without total disassembly of the device. Breaking devices relying on bolted flanges and weakened bolts for a safety device are not acceptable. Devices that are acceptable are two (2) part safety flange, four (4) part segmental coupling.

All lower barrel parts shall be made of cast iron Class "B" (ASTM 126). If ductile iron is used, the wall thickness shall be a minimum thickness of 0.40" and the shoe must be made of the same material. All flanges are to be integrally cast regardless of the type of material used. Threaded on flanges or grooved pipe are not permitted.

The hydrant barrel shall be designed to permit the valve and operating mechanism to be removed without disturbing the barrel. The hydrant shall be so constructed that if the barrel would be broken, the valve will remain closed. Flange bolts shall be breakable type unless otherwise specified. The bidder shall specify what he proposes to furnish. The ground line coupling or safety flange joint shall be 2" above grade line. The barrel shall be so designed as to permit the use of one or more standard flanged extensions, which extensions are to be available from the hydrant manufacturer, in lengths of 6" to 60"

in 6" increments.

### **VALVE AND DRAIN STEM**

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

### **MAIN VALVE AND SEAT RING**

All hydrants shall have a main valve opening of at least 5-1/4" in diameter. The valve gasket shall be of synthetic rubber at least 1-1/8" thick and reversible in design. The seat ring and main valve assembly shall be such that it can be removed from above ground through the upper barrel by means of a light weight seat removal wrench. The seat ring must thread directly into a bronze seat bushing. The seat ring in conjunction with the bronze bushing shall form an all bronze drain way. All bronze parts must contain less than 16% zinc. All pressure seals used between the seat ring and bronze bushing shall be rubber o-rings.

Bolts and nuts used to retain the drain ring and seat ring between the lower barrel and hydrant shoe must be made of stainless steel type 304.

Spring operated drain mechanism will not be accepted.

### **PACKING AND STUFFING BOX**

O-ring seal shall be used.

### **GASKETS**

Flanged joints shall have approved rubber impregnated cloth gaskets.

### **MATERIALS**

All hydrants shall be fully bronze mounted. All bolts and nuts shall be cadmium plated.

### **PAINTING**

All iron work shall be thoroughly cleaned and the valve rods and the inside of all iron parts and the outside of the hydrant below the ground line shall be thoroughly painted with two (2) coats of an approved asphaltum paint. The outside of the hydrant, except the caps and bonnet above the ground line, shall be painted with two (2) coats of Fire Red Rustoleum #442 (Safety Red). The bonnets and

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

### **PRESSURE LOSS AND QUANTITY OF FLOW TESTS**

A great amount of consideration in the award of the contract will be made for hydrants that meet these specifications and are capable of the maximum flows at minimal pressure loss. Pressure loss through the hydrant shall not exceed the following:

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

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

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

### **TESTING PROCEDURE AND RESULTS**

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

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

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

## **TEST OBSERVATION OF THE CITY**

Upon request by the City of Canton, the bidder(s) agrees to conduct the above flow-pressure loss tests, a teardown test of the production model test hydrant and a traffic accident test for observation by up to three City of Canton designated representatives. The above test shall be conducted in the eastern half of the United States. The bidder shall pay all expenses including travel, food and lodging for the City representatives.

## **TESTING**

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

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

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

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

## **DELIVERY**

Deliveries are to be made to the Canton Water Department (rear building) 2664 Harrisburg Rd., N.E., Canton, Ohio as ordered.

## **CONTRACT**

The contract shall be for a period of one (1) year from the date of signing the contract.

## **PRICE**

Unit price F.O.B. delivered to the Canton Water Department (rear building) 2664 Harrisburg Rd., N.E., Canton, Ohio.

## **INSTRUCTIONS AND MISCELLANEOUS INFORMATION FOR BIDDERS**

In analyzing the bids received, the City will give a great amount of consideration to bids on hydrants with maximum flows and minimum pressure loss and will take into account the relative strength and reliability of the several types of hydrants offered, the durability, availability, and ease of renewal of the working parts.

Bidders must submit with their bids two (2) copies of detailed drawings, flow and pressure loss charts and specifications of the hydrants which they propose to furnish. Bidder to furnish lists of places of public use of bid hydrant.

**BID PROPOSAL FOR FIRE HYDRANTS**

PRICE OF EACH FIRE HYDRANT:

4 ft. hydrant

5 ft. hydrant

\$ \_\_\_\_\_  
F.O.B. Canton, Ohio

\$ \_\_\_\_\_  
F.O.B. Canton, Ohio

**NOTE:**

**ALL BIDS MUST BE MANUFACTURERS. BIDS SUBMITTED BY DISTRIBUTORS WILL BE REJECTED.**

**BID PROPOSAL FOR FIRE HYDRANT REPAIR PARTS**

The undersigned agrees to furnish to the City of Canton, Ohio Water Department FIRE HYDRANT REPAIR PARTS required for the maintenance of the following fire hydrants as per the parts lists attached hereto and made a part hereof.

**MUST BE OEM PARTS**

MUELLER CENTURION  
MUELLER IMPROVED  
MUELLER MODERN IMPROVED

A contract will be written for a period of one (1) year from date of signing. Bids must be firm for one (1) year.

Bidders must submit with their bids two (2) copies of their price list.

All bid prices are F.O.B. Canton, Ohio.

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**PERCENT OF DISCOUNT** \_\_\_\_\_

**DELIVERY TERMS** \_\_\_\_\_

**PURCHASE TERMS** \_\_\_\_\_

**ALL BIDS MUST BE FIRM BIDS AND ANY BID CONTAINING AN ESCALATOR CLAUSE WILL NOT BE CONSIDERED.**

**IF THIS REQUEST IS NOT SATISFIED, IT COULD RESULT IN YOUR BID BEING**

**DISQUALIFIED**  
**FIRE HYDRANT REPAIR PARTS FOR MUELLER 5-1/4"**  
**CENTURION FIRE HYDRANTS**

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

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

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

**NOTE:**

**ALL REPAIR PARTS MUST BE BID SEPARATELY EVEN THOUGH THEY MAY BE PART OF A REPAIR KIT.**

**PLEASE NOTE THAT EACH INDIVIDUAL LINE ITEM IS TO BE COMPLETED BY ALL COMPANIES.**

**IF THIS REQUEST IS NOT SATISFIED, IT COULD RESULT IN YOUR BID BEING DISQUALIFIED.**

**FIRE HYDRANT REPAIR PARTS FOR MUELLER  
IMPROVED FIRE HYDRANTS**

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

**NOTE:**

**ALL REPAIR PARTS MUST BE BID SEPARATELY EVEN THOUGH THEY MAY BE PART OF A REPAIR KIT.**

**PLEASE NOTE THAT EACH INDIVIDUAL LINE ITEM IS TO BE COMPLETED BY ALL COMPANIES.**

**FIRE HYDRANT REPAIR PARTS FOR MUELLER 5-1/4”  
MODERN IMPROVED FIRE HYDRANTS**

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

**NOTE:**

**ALL REPAIR PARTS MUST BE BID SEPARATELY EVEN THOUGH THEY MAY BE PART OF A REPAIR KIT.**

**PLEASE NOTE THAT EACH INDIVIDUAL LINE ITEM IS TO BE COMPLETED BY ALL COMPANIES.**

**IF THIS REQUEST IS NOT SATISFIED, IT COULD RESULT IN YOUR BID BEING DISQUALIFIED.**



**INSERT BID GUARANTY HERE**

If a Bid Bond is supplied, the Ohio Statutory Bid Guaranty and Contract Bond, as set forth in ORC 153.571 is to be used.

**BIDDER INFORMATION**

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, and telephone to whom official notices are to be sent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Person, address 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\$ \_\_\_\_\_

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.

_____	_____
_____	_____
_____	_____
_____	_____

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**



PLEASE FILL OUT THIS FORM AND RETURN PROMPTLY TO THE ADDRESS BELOW

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

**BID FORM 9**

Minority Coordinator  
218 Cleveland Avenue SW  
Canton, Ohio 44702

**I. INSTRUCTIONS**

- A. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT:** This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance No. 179-74 of the City of Canton and the 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 demonstrates 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 contract with the City.

**II. CONTRACTOR AND BIDDER INFORMATION**

<b>1. REPORTING STATUS</b> <input type="checkbox"/> a. Prime Contractor <input type="checkbox"/> b. Prime Subcontractor <input type="checkbox"/> c. Supplier <input type="checkbox"/> d. Other (Specify)
<b>2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT</b>
<b>3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER</b>
<b>4. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICE OF BIDDER</b>
<b>5. CONTRACTING CITY AGENCY (OR AGENCIES)</b>
<b>6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE   DATE</b>

EVALUATION (level blank)

Compliance

Non-Compliance

Follow-up \_\_\_\_\_

### 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 appropriate or applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A - This is now a practice of the Company.
- B - The Company will adopt this policy.
- C - The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Directors of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and contractor, and is an integral part of your bid.

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
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 state its non-discriminatory policy in writing and communicate it to the following: a. All employees                      d. All relevant employee organizations including labor unions b. All recruitment sources c. All subcontractors	
A B C	4. 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	5. The Company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Ordinance Number 179-74.	
A B C	6. 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	7. The Company will take steps to integrate any position, departments, or plant locations which have no minority persons including African Americans or are almost completely staffed with one particular ethnic or racial group.	
A B C	8. 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: a. education                      c. tests b. experience                     d. arrest records	
A B C	9. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	10. 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.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES								
	TOTAL MALE & FEMALE	MALE	FEMALE	MALE				FEMALE				
				African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic	
Officials, Mgrs and Supervisors												
Professionals												
Technicians												
Part-Time Seasonal												
Office and Clerical												
Craftsmen (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
Total employment from previous report (if any)												

**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.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report. That he has read all of the foregoing statements and representations and that they are true and correct to the best of his 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 Contract Compliance, the bidder will be subject to the loss of all future awards.

FIRM OR CORPORATE NAME \_\_\_\_\_

DATE OF SIGNING \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**-BLANK-**

**MINORITY CONTRACT PROVISIONS: MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT**

A. The Bidder agrees to expend at least \$ \_\_\_\_\_ of the contract if awarded for minority business enterprises. For purposes of this pledge, the term "minority business enterprise" means a business at least 50 percent of which is owned by minority group members or, in case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of the preceding sentence, minority members are citizens of the United States who are African Americans, Spanish-Speaking, Orientals, American Indians, Eskimos, Aleuts or Females. Minority business enterprises may be employed as construction subcontractors or as vendors or suppliers. The Bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

<b>NAME AND ADDRESS OF MINORITY FIRMS</b>	<b>NATURE OF PARTICIPATION</b>	<b>DOLLAR VALUE OF PARTICIPATION</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid Amount: \_\_\_\_\_ Total: \_\_\_\_\_

Percentage of Minority Participation \_\_\_\_\_ %

- B. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. The first report is due five (5) days after notification to the lowest and best bidder. The second report is due at 40% completion.
- C. It is the goal of the City of Canton that at least ten percent (10%) of the total of all contracts be expended for bonafide minority business enterprises.
- D. If the ten percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation of the Director of Public Service and/or Safety. To justify a waiver, it must be shown that every feasible attempt has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project to enable meeting the ten percent (10%) minority business enterprise goal.
- E. Failure to comply with the Minority Business Enterprise Utilization Commitment will not be grounds for the forfeiture of a bid bond so long as a "best effort" approach to comply with such commitment can be demonstrated. If such compliance cannot be obtained, the bidder shall furnish written evidence to justify that he has made "best efforts" to comply with the Minority Business Enterprise Assistance Program. A representative of the City of Canton will monitor and determine whether or not a good faith effort to comply with the Minority Business Enterprise Commitment has been made.
- F. In light of the above, the Board of Control will still award the contract to the lowest and best bidder. Breach of this commitment constitutes breach of the Bidder's contract, if awarded.
- G. The undersigned hereby certifies that he or she has read the terms of the commitment and is authorized to bind the Bidder to the commitment herein set forth.

\_\_\_\_\_  
Name/Title of Authorized Officer

\_\_\_\_\_  
Signature of Authorized

\_\_\_\_\_  
Date

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE <b>X</b>	DATE
---------------------------------	------

**-END-**