
OFFICIAL BID PACKAGE

Lease of Commercial Space at 215
Tuscarawas Street for Establishing and
Operating a Concession Stand

Bids Due July 25, 2013

The City of Canton

LEGAL NOTICE

Ordinance 117-2013

The Director of Public Service of the City of Canton, Ohio will accept sealed bids until 2:00PM, Local Time on THURSDAY, JULY 25, 2013, for the purpose of securing bids for,

Lease of Commercial Space at 215 Tuscarawas Street for Establishing and Operating a Concession Stand

Submit bid according to the specifications and bid sheet(s) on file and available ON-LINE at <http://cantonohio.gov/purchasing/?pg=bids> or through the Contract Office/Sixth Floor, Purchasing Department. Contact Randy Dublikar, Purchasing Director at (330) 438-4185 or email randall.dublikar@cantonohio.gov. 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 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 THURSDAY, JULY 25, 2013. 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 as 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 submit 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. The Board of Control reserves the right to award the contract in whole, separately or in combination to any one or more bidder(s) to obtain the most beneficial result for 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: JULY 9 and 16, 2013

NOTICE

DURING THE COURSE OF THE CONTRACT(S), THE SUCCESSFUL BIDDER(S) MUST NOTIFY THE FOLLOWING INDIVIDUAL, IN WRITING ANY CHANGES TO YOUR COMPANY'S NAME ADDRESS, ETC.:

***Mr. Randall Dublikar, CPPB
City Of Canton Purchasing Department/Sixth Floor/City Hall Building
218 Cleveland Avenue SW
Canton, Ohio 44702.***

THIS CONTRACT WILL BE FOR A THREE (3) YEAR PERIOD WITH THE CITY OF CANTON. THE FIRST ANNUAL INSTALLMENT IS DUE AT TIME OF EXECUTION OF THE CONTRACT. SUBSEQUENT MONTHLY PAYMENTS ARE DUE THE FIRST DAY OF EACH MONTH.

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

DATE

SIGNATURE

1.0 Scope and Classification

- 1.1 **Scope:** The City of Canton is seeking bids for a minimum three (3) year lease of approximately 282 square feet of commercial space at 215 Tuscarawas Street for establishing and operating a snack bar or concession stand.
- 1.2 **Classification:** The City may consider other factors (described in the bid specifications below), besides price, in determining the awarded bidder.

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.
- 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 approval from the Director of Public Service.
 - 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 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 provide for the proper handling and disposal of garbage, trash and other refuse.
- 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 physical facility, including food service areas and restrooms.
 - 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 payment of a prorated share of the utilities (gas, electric, water, sewer, sanitation) which will initially be \$425.00/month (this will be in addition to the monthly lease amount).
 - 3.2.5.1 No later than thirty (30) days following the end of the first year of the Lease Agreement term, the parties shall compare recorded utility costs in order to determine the actual amount of utility services used for the property.
 - 3.2.5.2 In the event the actual monthly utility average is less than \$425.00, the City shall reimburse the appropriate amount to the Operator. In the event that the monthly utility average is more than \$425.00 per month, the Operator shall pay to the City the difference in utility costs actually owed with the next regular rental payment.
- 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.

3.3 Bidding Requirements

3.3.1 Bidders are required to include a narrative statement with their bid. The statement shall include, but not be limited to, all of the following:

- 1) Hours of operation (please note: the facility shall be accessible for City-sponsored functions held at this location)
- 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 in this field 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.

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.

5.0 Notes

5.1 Award Criteria

5.1.1 The City of Canton, through the Board of Control, reserves the right to accept or reject any and all bid proposals or parts of bid proposals. In awarding a contract, the City reserves the right to consider among other factors in determining the lowest and best bid (or highest bid, in this case): price; conformity to specifications; financial ability to meet the contract; previous performance; existing compliance with related awards/contracts, laws and ordinances; ability to provide future maintenance and service; terms of payment; compatibility as required; other costs; and other reasonable objective and accountable factors.

5.1.2 Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be rejected. The City reserves the right to accept the best bid proposal, which may or may not necessarily be the lowest bid proposal (or highest in this case). The City further reserves the right to waive any irregularities in a proposal which are not material to the bidding process.

5.2 Liability Insurance

- 5.2.1 The Operator shall obtain and maintain comprehensive general liability insurance, including coverage for personal property, fire and legal liability covering the leased premises in an amount not less than one million dollars (\$1,000,000.00) per occurrence for damages or injuries to persons, and one million dollars (\$1,000,000.00) per occurrence for damages or injuries to property.
- 5.2.2 Any and all contents belonging to the Operator and placed in or about said premises shall be the sole responsibility of the Operator, and the City shall bear no responsibility for the same.
- 5.2.3 The liability insurance shall be written with an acceptable company authorized and licensed to do business in the State of Ohio, shall be written in a form acceptable to the City of Canton's Law Director, shall be taken out before any operation is commenced, and shall be kept in effect until all operations have been satisfactorily completed. Copies of such policies shall be furnished to the City and shall be approved by the City before operations commence. The City shall be named as an additional insured on all such policies and the policies shall provide for thirty (30) days written notice of cancellation to the City. Operator shall provide the City with the additional insured endorsement page from each policy, in a form acceptable to the City's Law Director. The City reserves the right to approve or reject any deductible amount in the required coverage. The Operator shall provide at least ten (10) days prior notice to Canton before any termination or reduction in coverage.
- 5.3 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:
- 5.3.1 Material breach of any provision of the Agreement, not remedied within ten (10) days after notice.
- 5.3.2 Violation of any local, state or federal law or regulation.
- 5.3.3 Operator abandons or discontinues the operation.
- 5.3.4 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 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.
- 5.3.5 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.

5.3.6 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.

5.3.7 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.

5.4 Proposal Page Instructions

5.4.1 Bidders shall provide a per year lease amounts on Page 7 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.

5.4.2 Pricing must be provided Page 11 of this bid packet. Pricing found elsewhere in the bid may not be considered.

BIDDERS 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)
- _____ Legal Notice/Information (Pages 3-4)
- _____ Specifications (Pages 5-9)
- _____ Checklist (Page 10)
- _____ Proposal Pages (Page 11)
- _____ Bid Check (Certified or Cashiers) or Bid Bond (Page 12)
- _____ Bidder Information/Signature Pages (Pages 13-15)
- _____ Insurance Requirements (Pages 16-17)
- _____ EEO Forms (Pages 18-22)
- _____ Additional Bidder Information (Pages 23-25)
- _____ Additional Bidder Requirement: Narrative Statement (See Section 3.3.1, Page 7)
- _____ Additional Bidder Requirement: Financial Statements (See Section 3.3.2, Page 7)
- _____ Additional Bidder Requirement: Summary of Qualifications/References (See Section 3.3.3, Page 7)

PROPOSAL

Item #	Description	Unit	Unit Price (In Figures)	Unit Price (In Words)	
1	First (1 st) Year Lease Amount	Year			
2	Second (2 nd) Year Lease Amount	Year			
3	Third (3 rd) Year Lease Amount	Year			
4	Fourth (4 th) Year Lease Amount (if Option Taken)	Year			
5	Fifth (5 th) Year Lease Amount (if Option Taken)	Year			

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.

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

INSURANCE

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

- 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

Further, 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.

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

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

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

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 (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												
TOTAL												
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 _____

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, or national origin. Use separate sheet if additional space is required.

DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes draftsmen, engineering aids, junior engineers, mathematical aids, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic physical sciences), and kindred workers.

Sales workers - Occupations engaging wholly or primarily in direct selling. Includes advertising agents and salesmen, insurance agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks and kindred workers.

Office and clerical - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operatives - (Semi-Skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require no independent judgement. Includes garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service workers - Workers in both protective and nonprotective service occupations. Includes attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen, and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with federal or State agency.

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 OPPORTUNITY BE AFORDED TO ALL QUALIFIED PERSONS WITHOUT REGARD TO RACE, RELIGION, SEX OR NATIONAL ORIGIN.
2. IN SUPPORT OF THIS DOCUMENT _____ WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT BECAUSE OF RACE, RELIGION, COLOR, SEX OR NATIONAL ORGIN.
3. THE _____ WILL TAKE AFFIRMATIVE ACTION TO INSURE THAT APPLICANTS ARE EMPLOYED AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR SEX OR NATIONAL ORIGIN. SUCH ACTION WILL INCLUDE BUT NOT BE LIMITED TO:
RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.
4. THE OF _____ WILL MAKE EVERY EFFORT TO COMPLY WITH MINORITY UTILIZATION GOALS AS FOLLOWS: (9%) NINE PERCENT MINORITIES IN WORKFORCE ON THIS JOB, (6.9%) SIX POINT NINE PERCENT FEMALE UTILIZATION ON THIS JOB, (10%) TEN PERCENT OF CONTRACT AMOUNT EXPENDED WITH MINORITY BUSINESS ENTERPRISES.
5. THE OF _____ SHALL REQUIRE EACH SUB-CONTRACTOR WE HIRE ON THIS PROJECT TO ADHERE TO, SIGN, AND RETURN THIS STATEMENT TO THE CITY.

(Date)

(Name of Company)

(Signature and Title of Company Officer)

PLEASE READ CAREFULLY

PLEASE BE ADVISED THAT BY SUBMITTING YOUR BID(S) TO THE CITY OF CANTON, THE CITY WILL ASSUME THAT AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY REVIEWED SAID BID(S) 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.

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.

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.