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* *These pages are to be completely filled in, signed, notarized where required, and returned in the Proposal Book in its entirety at the time of bid opening.*

τ *These pages are to be inserted **after** the bid is awarded.*

LEGAL NOTICE

Sealed proposals will be received in the office of the Director of Public Service, Municipal Building, Cuyahoga Falls, Ohio, until 12:00 PM (noon), **OCTOBER 11, 2023**, with bids being opened in Conference Room “A”, Second Floor, Municipal Building, 2310 Second Street, Cuyahoga Falls, Ohio, 44221, for the purchase of contract personnel through outside employment service agencies to be used by the City of Cuyahoga Falls to assist in the performance of various city designated work assignments.

Detailed information, blank proposals, and complete specifications may be obtained in the Human Resources Department, 2310 Second Street, Cuyahoga Falls, Ohio, or downloaded on the City of Cuyahoga Falls website at www.cityofcf.com, under “Businesses”, “Bids, RFPs, and RFQs”. No blank proposals will be faxed or mailed.

Bidders must use the printed forms provided therein, as none other will be accepted. Each proposal must contain the full name of the party or parties making the same, and all parties interested therein, and must be accompanied by a bond or certified check in the sum of two thousand dollars (\$2,000), on a solvent bank, as a guarantee that if the bid is accepted, a contract will be entered into. The Director of Public Service reserves the right to reject any or all bids and to waive any informality in any proposal.

The City of Cuyahoga Falls shall apply a Local Bid Preference to this invitation as outlined in Section 181.08 of the Codified Ordinances.

We are an Equal Opportunity Employer.

BY ORDER OF THE
DIRECTOR OF PUBLIC SERVICE

Anthony L. Zumbo, P.E., P.S.

AKRON LEGAL NEWS: September 1, 2023
 September 8, 2023

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. In accordance with the advertised legal notice, sealed bids will be received by the City of Cuyahoga Falls, Ohio at the office of the Director of Public Service in the Municipal Building for labor services. The bids will be opened and read aloud at the time and place specified in the legal notice.
2. Bidders are advised to thoroughly examine the contract documents before submitting their bids. There may be changes in the specifications from those heretofore used. It is hereby understood that the bidder has read and fully understands each and every clause embodied therein.
3. All material, equipment, and/or labor services proposed shall be in accordance with the attached specifications. Any exceptions are to be specifically noted herein.
4. Each proposal must contain the full name of the party or parties making the same and all persons interested therein.
5. All proposals or bids shall be signed and submitted on the printed blanks provided for that purpose and bound herewith. Except during the filling in of the proposal forms, no pages are to be removed from this binding. The complete set of contract documents must be submitted with the proposals. For clarity, uniformity, and ease of tabulating bids all bidders are requested to TYPE their bids on the proposal forms.
6. The price bid for each unit of material equipment and/or service must be stated separately in figures in the proper column.
7. Each bidder shall submit on the proposal all other data, statements, and samples called for by the specifications and the data sheet forming a part of the proposal form.
8. Bidders must use the printed forms provided therein, as none other will be accepted. Each proposal must contain the full name of the party or parties making the same, and all parties interested therein, and must be accompanied by a bond or certified check in the sum of two thousand dollars (\$2,000), on a solvent bank, as a guarantee that if the bid is accepted, a contract will be entered into. The Director of Public Service reserves the right to reject any or all bids and to waive any informality in any proposal.
9. Should any proposal be rejected, such check or bond will be returned to the bidder, and should any proposal be accepted, such check or bond will be returned after proper execution of the contract documents. If the bidder, to whom the contract shall have been awarded shall refuse or neglect, within ten (10) days after due notice that the contract has been awarded to him, to execute the same, then the deposits shall be forfeited to the City as liquidated damages for such neglect or refusal.
10. Each proposal shall be accompanied by a non-conclusion affidavit executed on the form provided thereof.

11. When requested by the City of use in the evaluation of the bids submitted, the bidder must furnish satisfactory evidence of its ability, competency, facility, and financial resource to furnish labor services so bid. If the bidder represents a subcontractor, then he must submit similar data relating to the manufacturer.
12. Each bid shall be sealed and addressed to the Director of Public Service, City of Cuyahoga Falls, Ohio, and shall bear on its face, the name of the bidder, a statement that it is a sealed bid to be opened on the day and hour above mentioned, and statement of the item numbers on which the bid is made.
13. All bids shall be filed with the Director of Public Service, in that office in the Municipal Building, in the City of Cuyahoga Falls, Ohio, on or before the day and hour mentioned above and stated in the legal notice of the advertisement. No proposal presented after that time will be accepted.
14. Permission will not be given for the modification of any proposal after the same has been filed. No bidder may withdraw his bid, for thirty (30) days after the date of opening of same.
15. If any person contemplating submitting a bid for the proposed labor services is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Director of Public Service, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents or changes therein will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Director of Public Service will not be responsible for any other explanation or interpretation of the proposed documents.
16. No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears to the City of Cuyahoga Falls, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any contract with the City; or who is a defaulter as to surety or otherwise upon any obligation to the City of Cuyahoga Falls.
17. The attention of the bidder is called to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.
18. Instructions must be adhered to; failure to strictly observe them shall constitute a sufficient cause of rejection of a bid.
19. The City shall not be liable for the payment of any labor services furnished under the contract except upon written order from the Director of Public Service supplementing this agreement, and no shipment of same shall be made under the contract except after receipt of such written order.

20. The Director of Public Service may consider bid specification items as distinct bids for each of the labor services. However, all parts of any bid specification item must be bid to qualify that item for consideration.
21. After the public reading, all bids will be tabulated and upon completion of a report by the appropriate purchasing department on the bids received, the Director of Public Service will proceed, without unnecessary delay, to award contracts for the various times to the lowest and best bidders on labor services, conforming to the specifications.
22. The Director of Public Service expressly reserves the right to reject any or all bids, to waive informalities, and to judge the character and sufficiency of labor services bid upon. Bidders who are in sympathy with the purpose outlined above and prepared to act in accordance therewith, are invited to submit bids in accordance with these specifications.
23. The City expressly reserves the right to award more than one contract on any particular supply item to more than one bidder, if it is considered to be in the best interest of the City. Multiple contracts will not be considered on items not suitable for such means of contracting.

End of Instructions

CITY OF CUYAHOGA FALLS

INSURANCE REQUIREMENTS - Amended 2/18/82

103.08 INSURANCE:

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City nor shall the Contractor or any subcontractor commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

1. COMPENSATION INSURANCE:

The Contractor shall procure, and shall maintain during the life of this contract, Workmen's Compensation Insurance as required by the State of Ohio for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. If any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

2. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain, during the life of this contract, (1) Comprehensive General Liability Insurance including all Premises/Operations; Products/Completed Operations; and Broad Form Property Damage, and (2) Automobile Liability Insurance for all vehicles and equipment in the amount specified in subparagraph 2.

3. SCOPE OF INSURANCE AND SPECIAL HAZARDS:

The insurance required under subparagraphs 2 and 3 hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the SPECIAL PROVISIONS.

PAGE 2 – INSURANCE REQUIREMENTS – as amended.

4. PROOF OF CARRIAGE OF INSURANCE:

The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: “The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days’ written notice has been received by the City.”

The minimum amount of such insurance including underlying and umbrella excess shall be as follows:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COMBINED SINGLE LIMIT

Each Occurrence	\$ 2,000,000.00
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INCOME TAX REQUIREMENTS

Employers doing business within Cuyahoga Falls are required to deduct at the time of payment of salaries, wages, commissions, or other compensation the tax of two (2) percent of the gross amount earned in Cuyahoga Falls.

Every employer who is required to deduct the tax at the source is liable directly to the City of Cuyahoga Falls for payment of such tax whether collected from their employees or not.

Also, the net profit from income earned within Cuyahoga Falls is subject to tax. Both withholding and tax on profits are due quarterly.

CONTACT THE INCOME TAX DIVISION FOR THE NECESSARY FORMS AND ANY ADDITIONAL INFORMATION.



City of Cuyahoga Falls
Office of the Mayor
2310 Second Street
Cuyahoga Falls OH 44221-2583

Don S. Walters
Mayor

Phone: 330-971-8200
Fax: 330-971-5696
E-mail: mayor@cityofcf.com

Dear Employer:

In today's society, we all seem to face the dangers and consequences of alcohol and drug abuse. Studies have found the workplace is not exempt from the scourge that is threatening our nation. It is found that two-thirds of those entering the workplace for the first time have used illegal drugs. Up to twenty-three percent of employees abuse alcohol/drugs on the job. The figures are staggering, up to 100 billion dollars a year are lost in productivity.

The City of Cuyahoga Falls has passed Ordinance 12-1990, which requires employers awarded competitively bid City contracts to maintain a drug-free workplace.

I have enclosed an outline of the requirements that need to be met. You will also find a sample policy statement and certification to be completed and returned in your bid packet. We hope that through education and awareness, we can be an effective part of the solution.

Please know this office and I am available to assist in any way we can.

Sincerely,

Don S. Walters
Mayor

**181.07 EMPLOYERS AWARDED CITY CONTRACTS TO MAINTAIN
DRUG-FREE WORKPLACE.**

1. No contract awarded through the process of competitive bidding, other than contracts according to Ohio R.C. 125.04, shall be awarded to any bidder who does not certify that the following requirements have been met:
 - a. A statement has been published and provided to employees notifying them that the manufacture, use, possession, or distribution of drugs in the workplace is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.
 - b. Any employee convicted of violating a criminal drug statute occurring in the workplace is required to notify the employer of said conviction within five days after such conviction.
 - c. Notice has been published specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the workplace.
 - d. A program has been implemented for the distribution of information on drug abuse awareness and the availability of counseling and referral services.
2. The Board of Control may, for good cause shown, grant an extension of time for compliance with the above requirements.
3. The Drug Control Coordinator be and hereby is directed to provide information and assistance necessary to facilitate compliance with the provisions of this section.

(Ord. 12-1990. Passed 1-22-90)

SEXUAL HARASSMENT POLICY

Employees of the City of Cuyahoga Falls have a right to work in an environment free of sexual harassment. The City will not tolerate any form of sexual harassment or any offensive conduct that has the effect of severely interfering with an employee's work performance or creating a pervasive intimidating, hostile, offensive work environment. Examples of sexual harassment include but are not limited to, unwanted sexual advances; implicit or explicit demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting, obscene comments or gestures; and display in the workplace of sexually suggestive objects or pictures.

It is the policy of the City of Cuyahoga Falls that any form of sexual harassment is unacceptable, either within the workplace or at City-sponsored events, whether on or off property owned by the City, and is subject to appropriate disciplinary action.

The City encourages individuals who believe they are being harassed to clearly and promptly notify the offender that his or her behavior is unwelcome. This procedure is not a required first step for reporting sexual harassment. If for any reason an individual does not wish to approach the offender directly or if such discussion does not successfully end the harassment, then the individual should notify their supervisor.

Additionally, any employee who observes harassment of any type is to report it to his or her supervisor.

All employees are expected to cooperate with an investigation of any type of harassment. Failure to do so may lead to discipline. False information provided in the course of any investigation may also lead to discipline.

The City will not retaliate against an individual who makes a report of sexual harassment, nor permit any employee to do so. Retaliation is a very serious violation of this policy and should be reported immediately. Any individual found to have retaliated against an individual for reporting sexual harassment, or against anyone participating in the investigation of a complaint, will be subject to appropriate disciplinary action.

WEAPONS IN THE WORKPLACE POLICY

As a result of the General Assembly passing Am. Sub. House Bill 12 regarding “concealed carry” of firearms, the City of Cuyahoga Falls, Ohio, has adopted a policy. Each Bidder must review the policy and file the certification that is included in this bid packet. The policy can be accessed at the City’s website, www.cityofcf.com, under the headings **Departments** and then **Law**, or, a copy can be obtained from the office of the Director of Public Service located on the 2nd floor of City Hall, 2310 Second Street, Cuyahoga Falls, Ohio. Upon request, the policy can be faxed or mailed.

BIDS SUBJECT TO 60 DAY ACCEPTANCE

Because of our desire to fairly and equably evaluate all competitive bids, we are specifying that all bids be subject to acceptance by the City within 60 days from the date of the bid opening.

Exception by the bidder to this requirement may result in having the subject bid rejected by the City as not having met the City's specifications.

(DIRECTOR OF PUBLIC SERVICE)

NOTE

The bidder hereby agrees that the Director of Public Service has the right to reject any or all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

The bidder further agrees that the Director of Public Service may at his discretion award the contract based on individual items taken separately in multiples or collectively for any or all items in this proposal and that he will not dispute the Director's judgment in his award upon this basis.

Signature of Officer, Partner, or Owner

(Business address of bidder)

Certified Check or Bid Bond

Certified check or bid bond in the amount of:

_____ on
State Amount

Name of Bank or Bonding Company

_____ deposited herewith.

BIDDER

All bids not in conformity with these provisions will be rejected.

* *PLEASE PLACE THE BID BOND/CERTIFIED CHECK ON TOP OF THE BID PACKET WHEN SUBMITTING YOUR BID. ALSO, PLEASE HAVE NOTED THE ADDRESS OF WHERE THE BID BOND/CERTIFIED CHECK IS TO BE RETURNED. THANK YOU FOR YOUR COOPERATION.*

DRUG-FREE CERTIFICATION

I, _____ certify that _____
(Company Official) (Company)
has posted in the workplace and distributed to all employees our Drug-Free Workplace Policy Statement, a copy of which is attached hereto.

I further certify that _____ has made information on alcohol
(Employer)
and drug abuse awareness available to all employees and will provide information on the availability of counseling and referral services to any employee requesting such information.

(Official Signature and Title)

State of Ohio)
County of Summit)ss
)

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

[Seal]

In accordance with City of Cuyahoga Falls Ordinance No. 12-1990, passed January 22, 1990:

DRUG-FREE WORKPLACE POLICY STATEMENT

_____ hereby notifies all employees of our policy regarding
(Employer)
drugs in the workplace.

Without exception, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while in the workplace is strictly prohibited.

_____ requires that as a condition of employment,
(Employer)
any employee convicted of a drug violation occurring in the workplace must notify his or her employer within five (5) days after the conviction.

Any employee found in violation of this policy is subject to appropriate personnel action, up to and including termination of employment. Continued employment may be conditioned upon the successful completion of an acceptable drug rehabilitation program.

Any employee seeking information on drug or alcohol abuse awareness and the availability of counseling and referral services should contact:

(Name)

(Phone)

SEXUAL HARASSMENT CERTIFICATION

I, _____ hereby certify that
(Company Official)

_____ has received, reviewed, and distributed the
(Company)

City of Cuyahoga Falls' policy regarding Sexual Harassment to all employees who will be working or involved with this project. I further certify that _____

(Company)

will indemnify the City of Cuyahoga Falls in any action brought against it alleging that an employee of _____ engaged in any conduct prohibited by the
(Company)

City's Sexual Harassment Policy while working or otherwise involved with this particular Project.

Signature

Title

State of Ohio)
)ss
County of _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

[Seal]

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or handicap status. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, or handicap status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- b. The CONTRACTOR will, in all applications or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or handicap status.
- c. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contractors or subcontracts for standard commercial supplies or raw materials.

NON-COLLUSION AFFIDAVIT

THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED.

STATE OF _____)

)

COUNTY OF _____)

I, _____, _____
(Name of party signing affidavit) (Title)

being duly sworn, do depose and say: that

(Insert names of all persons, firms, or corporations interested in the bid)

its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusions, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal; and also, that no member of the Council, head of any department or bureau, or employee therein, or any officer of the City of Cuyahoga Falls is directly or indirectly interested therein.

Signature

Title

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public in and for

COUNTY OF _____

STATE OF _____

My commission expires _____

[Seal]

LOCAL BID PREFERENCE

The City of Cuyahoga Falls shall apply a Local Bid Preference to this invitation as outlined in Section 181.08 of the Codified Ordinances, including:

- a) In determining the low bid for supplies, commodities, materials, equipment, furnishings, or general services, the Board of Control shall exercise a preference for local bidders as provided herein. The local preference shall also apply to contracts for the building, repair, or renovation of public buildings or improvements.
- b) Bidders having established their principal place of business, defined as a business with a significant economic and physical presence in Cuyahoga Falls for two (2) successive calendar years before the bid opening date, shall be preferred as the lowest if their bid does not exceed by more than three percent (3%), with an upper limit of ten thousand dollars (\$10,000.00), the apparent lowest bid.
- c) To qualify for local preference, bidders shall state on the bid documents their principal place of business, the business address where work will be administered (post office boxes will not be accepted instead of a street address), and the date of establishment. Each bidder shall have only one principal place of business.
- d) Local preferences shall not be applied as provided; herein for any bids where prohibited by federal or state laws or regulations.
- e) Local preferences shall only be applied in considering the lowest bid and shall not waive or nullify the evaluation of which bidders are responsive and responsible. In no event shall any preference granted herein exceed a maximum of three percent (3%) or ten thousand dollars (\$10,000.00), whichever is less.
- f) The City shall indicate in all its invitations to bid and specifications for all public contracts for supplies, equipment, and materials, excluding construction contracts and contracts financed in whole or in part by contributions or loans from any agency of the State of Ohio or the United States Government, that it shall apply a local bid preference as outlined in this section in the evaluation and award of bids received.

Principal Place of Business:

Street Address	City	State	Zip
----------------	------	-------	-----

Address where work will be administered:

Street Address	City	State	Zip
----------------	------	-------	-----

Date Business Established (MM/DD/YYYY): _____

FINDINGS OF RECOVERY BY AUDITOR OF THE STATE

Ohio law (ORC section 9.24) prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of the State if that finding is unresolved. While there are additional criteria, the statute limits this prohibition to contracts that are paid in whole or in part with state funds and which exceed \$25,000.

The Auditor of State has established a database according to ORC 9.24 to list all persons who have unresolved findings for recovery, dating back to January 1, 2001. Before entering into a public contract described above, a state agency or political subdivision is required to verify that the person does not appear in this database.

Each bidder shall log on to <http://www.auditor.state.oh.us/> and provide a copy of a certified search of unresolved findings with your bid.

CERTIFICATION

I, _____ hereby certify that
(Company Official)

_____ does not have an unresolved finding of
(Company Official)

recovery issued by the Auditor of the State of Ohio as required by Ohio law (ORC section 9.24).

I further certify that _____ has provided a certified search of
(Company Official)

unresolved findings with this bid showing no unresolved findings in his/her name.

Signature

Title

State of Ohio)
)ss
County of _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

[Seal]

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The following certificates are required according to Ohio's Campaign Finance Reform law.

One of the following two certificates shall be completed by any individual, partnership, unincorporated business, association, professional association, estate, trust, corporation, or business trust that has been awarded a contract by the City of Cuyahoga Falls.

It shall be the Contractor's responsibility to determine which of the two certificates applies and if compliance with R.C. 3517.13 has been achieved.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Cuyahoga Falls has entered into a contract for goods and/or services with _____ . The undersigned authorized representative of _____ certifies on behalf of _____ that all of the following persons, if applicable, are in compliance with division (I) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. the individual;
- B. each partner or owner of the partnership or other unincorporated business;
- C. each shareholder of the association;
- D. each administrator of the estate;
- E. each executor of the estate;
- F. each trustee of the trust;
- G. each spouse of any person identified in (A)-(F) above;
- H. each child seven years of age to seventeen years of age of any person identified in (A)-(G) above;
- I. any combination of persons identified in (A) – (H) above.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contact between the City and _____.

ON BEHALF OF COMPANY:

DATE SIGNED:

Note: This form is to be used by an individual, partnership, or other unincorporated business or association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust. If you are unsure if this form applies to you or if you follow R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Cuyahoga Falls has entered into a contract for goods and/or services with _____ (“Company”), an Ohio corporation. The undersigned authorized representative of the Company certifies on behalf of the Company that all of the following persons, if applicable, are in compliance with division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and the Company.

ON BEHALF OF COMPANY:

DATE SIGNED:

Note: This form is to be used by a corporation or business trust, except by a professional association organized under Chapter 1785 of the Revised Code. If you are unsure if this form applies to you or if you comply with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

SPECIFICATIONS

The City of Cuyahoga Falls is soliciting bids to obtain contract personnel through outside employment service agencies to assist in the performance of various City designated work assignments. The initial contract shall be for two (2) years with percentage figures being submitted for an optional third and fourth year. The contract period shall begin on January 1, 2024.

The major portion of available positions will be for the annual leaf pickup program. Occasional positions may include but are not limited to unskilled and semi-skilled laborers, commercial motor vehicle operators with State of Ohio license and/or CDL Class A endorsement, clerks, typists, and janitorial or grounds maintenance positions.

The following terms and conditions will apply in determining the lowest and best bidder:

1. For the initial 2024 Leaf Pickup Program, the Bidder can provide a minimum of 50 temporary workers.
2. The Bidder will be responsible for advertising at least three (3) weeks before the start of the annual Leaf Pickup Program in local area newspapers, job boards, and online formats for a minimum of two (2) weekends, and then as necessary, to maintain the quantity and quality of temporary workers needed for the program.
3. The City may act as the primary screening and selection agent of personnel assigned to provide labor services even though they may be under the employment of the Bidder. On occasion, however, the City may require that the successful Bidder handle screening and selection. Additional fees for services, if any, should be indicated in the bid submitted.
4. Bidder is requested to list the positions that they can fill i.e. professional, unskilled, and semi-skilled laborers, clerks, typists, licensed drivers, janitorial, etc.
5. The Bidder shall guarantee that said recruitment service shall be performed in an acceptable, workmanlike manner, by persons who are fully qualified to serve in the capacity specified by the City. Upon reasonable notice from the City, the Bidder will not charge for unsatisfactory service and will furnish a replacement as soon as possible.
6. The City reserves the right to discontinue, “at will”, the use of those contract personnel provided through the Bidder to the City. It is understood that the bidder may elect to reassign these persons.
7. The City of Cuyahoga Falls shall have the exclusive right to determine the hourly rate of pay for each person hired regardless of the skill requirement or position being filled.
8. Sign-up, for purposes of contracting with those persons to be provided to the City through the Bidder, shall be provided on an as-needed basis at a City-designated facility located within the City of Cuyahoga Falls. The City of Cuyahoga Falls will provide staff, if requested by the Bidder, to assist in the sign-up process, i.e. administer the completion of new orientation forms and W-4s.
9. The total cost of providing personnel services to the City of Cuyahoga Falls shall be determined in the following manner:

Personnel Hourly Rate of Pay + Personnel Agency’s Percentage Mark-up on Hourly Rate of Pay = Total Hourly Cost to the City of Cuyahoga Falls

10. Upon the City's request, the Bidder shall furnish evidence of the payment of all wages and other compensation due to personnel that has been assigned to perform work for the City of Cuyahoga Falls through the employment agency.
11. The City may award individual contracts based on different percentage markups for a City referred recruit vs. a bidder recruit.
12. The Bidder shall submit a separate invoice to the City of Cuyahoga Falls for each individual for which payment is requested.
13. The Bidder is requested to furnish literature and other detailed information about the operation and obligations of the employment service agency.
14. Prices (i.e. percentage markup) must be guaranteed for two years from the date the contract is executed.
15. Bidder shall note that all wages paid to personnel provided to the City of Cuyahoga Falls shall be subject to City of Cuyahoga Falls Income Tax and said tax will be withheld from wages paid.
16. Bidder requirements in the event the City desires to hire a contract employee during or at the end of the contract period.

INDEMNITY AND AGREEMENT

Bidder assumes and agrees to indemnify and save harmless the City of Cuyahoga Falls from any claims and expenses (including reasonable attorney fees and other costs and expenses of litigation) for bodily injury or property damage asserted by the employees of the City, by employees of Bidder, or by members of the general public, which are based in whole or part upon any acts or omission on the part of the Bidder, its assigned work representatives, agents or employees, while acting within the scope of their duties, including any claim alleging joint employment, claims of bodily injury, breach of any contractual obligations, and claims brought by agency temps under various circumstances.

Bidder agrees to indemnify and hold harmless the City against any liability for premiums, contributions, Affordable Care Act (ACA) fees that include an additional fee charged to your company for each temp worker who accepts an offer of coverage from your agency, claims alleging joint employment, or taxes payable under any worker's compensation, unemployment compensation, disability benefit, old age benefit, or tax withholding laws for which the City shall be finally adjudged liable as an employer concerning any assigned work representatives, agents or employees of Bidder assigned to the City in the performance of such work for the City, but Bidder shall not be obligated to insure the risk.

Bidder shall procure and maintain the following insurance in the form and with companies as are acceptable to the City providing evidence of coverage to the City upon request of the City and shall endorse the City as an additional insured on said insurance, upon request, as the City's interest, if any, may appear:

- a. Worker's Compensation and Employer's Liability Insurance.
- b. Comprehensive General Liability Insurance, other than automobile, including property damage with limits of not less than \$2,000,000 bodily injury for each occurrence and \$2,000,000 property damage for each occurrence.
- c. Primary Commercial Blanket Bond, covering each Bidder's employee while engaged in the performance of work for the City, with a limit of not less than \$100,000.

It is understood and agreed that without a prior specific written agreement from Bidder:

- a. The insurance furnished will not cover physical loss or damage to the City's machinery, equipment, material, or automobile equipment in the care, custody, or control of Bidder, its representatives, agents, or employees, and Bidder shall not be liable in the physical loss or damage to said property or loss of use of said property caused by Bidder, its representatives, agents or employees.
- b. The City will entrust Bidder's assigned work representatives, agents, or employees with the care, custody, or control of cash, negotiables, valuables, or other similar property and the Commercial Bond shall extend to these activities. It is further understood and agreed that claims made under Bidder's Commercial Blanket Bond must be reported in writing to Bidder within twenty (20) days after discovery of occurrence.

4.1.1

PROPOSAL

*To the Director of Public Service
City of Cuyahoga Falls, Ohio*

The undersigned proposes to:

Provide Temporary Employment Agency Services all under the plans and specifications for the City of Cuyahoga Falls, Ohio.

The bidder agrees further that if this proposal is accepted he will contract with the City to perform the work as outlined in the specifications under a work schedule that is agreeable to the Director of Public Service all for the following prices:

Company

By: _____

Title

Address

City

Zip Code

Phone Number

4.2*

PROPOSAL FORM: EMPLOYMENT AGENCY SERVICES

BIDDER.

Company

Phone Number

Authorized Signature

Name and Title

BIDDER'S Markup Percentage Over CITY's Hourly Rate

FIRST AND SECOND YEAR:

**BIDDERS
Markup Percentage**

CITY refers a recruit, screens, and selects
BIDDER's employee for an assignment.

CITY screens and selects BIDDER's employee
for an assignment; BIDDER recruits.

BIDDER recruits, screens, selects and refers
their employee for an assignment.

OPTIONAL THIRD AND FOURTH YEAR:

CITY refers a recruit, screens, and selects
BIDDER's employee for an assignment.

CITY screens and selects BIDDER's employee
for an assignment; BIDDER recruits.

BIDDER recruits, screens, selects and refers
Their employee for an assignment.

Bid firm for _____ days.

Are you an Equal Opportunity Employer: YES _____ NO _____

NOTE: Any exceptions to the CITY's specifications shall be specifically listed and detailed as "REMARKS, MODIFICATIONS, OR EXCEPTIONS" on the proposal form. Unless so specified, it is assumed that what is being offered by the BIDDER is in complete accordance in every respect with the detailed specifications.

ATTENTION ALL BIDDERS

The Board of Control awards contracts to a contractor who is entirely responsible to the City of Cuyahoga Falls for the work under the terms of the proposal and agreement contained herein.

Temporary employees of the Contractor work directly for the Employment Agency, with whom all problems shall be discussed, and no contract shall be made with the City except through or in the presence of the Employment Agency.

Payments for the work are made directly to the Employment Agency. The Contractor is the sole employer. The Contractor will track all hours worked, pay overtime, and minimum wage. The Contractor is responsible for Americans with Disabilities Act Title I expenses for reasonable accommodations and Affordable Care Act compliance and fees for their work representatives, agents, or employees of Bidder assigned to the City in the performance of such work for the City.

RESOURCES AND EXPERIENCE OF BIDDER

THE BIDDER, in order to secure consideration of this proposal, shall complete the following:

A. State below work performed similarly to that to be done under this proposed contract:

B. Submit evidence of financial ability to handle the work under this proposed contract. A statement such as "Adequate" will not be accepted by the Board of Control.

The undersigned BIDDER has contracted with the following Governmental Agencies for work of a similar nature:

	City, State & Type of Service	Name of Agency	Contract Date(s)	Contract Value (Amount)
1.				
2.				
3.				
4.				
5.				

Company

Authorized Signature

Print Name and Title

NOTE: NO PROPOSAL WILL BE CONSIDERED UNLESS THE ABOVE IS COMPLETED.