

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a
Restaurant/Snack Bar and Ice Rink

Item/Project

Purchasing Department

Responsible Department

Thursday, September 27, 2018 on or before 2:00 PM local time

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

**Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar & Ice Rink
Purchasing Department**

**LEGAL NOTICE
Ordinance 110/2018**

The Director of Service of the City of Canton will accept sealed bids on or before **2:00 PM local time Thursday, September 27, 2018**, for the purpose of receiving bids for the:

**Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar
and Ice Rink**

The City will disqualify any bid not received on or before 2:00 PM local time on Thursday, September 27, 2018. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Sixth Floor Conference Room of Canton City Hall is the location for the bid opening.

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

A certified check, cashier's check or surety bond made payable to the City of Canton 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 guaranty the contract and its performance are properly secured if the bid is accepted. The Bidder shall verify the certified check, cashier's check or bid bond for five hundred dollars (\$500.00). 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 \$500.00 security, the City will disqualify the bid. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

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

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

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

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

The bidder is responsible for monitoring the above named website for any official addenda.

It is requested that the bidder print the entire Invitation to Bid and submit it in its entirety.

Please contact Assistant Director of Purchasing Katie Wise at kathryn.wise@cantonohio.gov if you have any questions regarding this bid.

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

Published in the Canton Repository: August 22, August 29, September 5, and September 12, September 19, 2018

Section I: Table of Contents and Bidder's Checklist

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

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

- _____ Cover sheet (Page 1)
- _____ Legal Notice (Page 2)
- _____ Section I: Table of Contents and Bidder's Checklist (Page 3)
- _____ Section II: Bid Forms and Instructions (Pages 4-21)
 - _____ Bid Form Instructions
 - _____ Bid Form 1: Bidder and Contractor Employment Practices Report
 - _____ Bid Form 2: Authority of Signatory
 - _____ Bid Form 3: Bid Guaranty
 - _____ Bid Form 4: Bidder Information
 - _____ Bid Form 5: Non-Collusion Affidavit
 - _____ Bid Form 6: Insurance Requirements
 - _____ Bid Form 7: Affidavit for Foreign Corporations
 - _____ Bid Form 8: Personal Property Tax Certification (Orc 5719.042)
 - _____ Bid Form 9: Certification – Auditor of the State Of Ohio
 - _____ Bid Form 10: Articles of Incorporation
 - _____ Bid Form 11: W9 Tax Form
- _____ Section III: City of Canton Income Tax Information (Page 22-23)
- _____ Section IV: Canton Codified Ordinances (Pages 24-27)
- _____ Section V: Bid Specifications (Pages 28-35)
- _____ Section VI: Proposal and Signature Pages (Pages 36-37)
- _____ Description of Operation with audited financial statement
- _____ References and Detailed Experience (Including Financial References)

Section II: Bid Forms and Instructions

Bid Form Instructions

Failure to submit bid forms 1 through 6 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 7 through 9 will be required of the successful bidder but may be submitted after the awarding of the contract.

*****The City of Canton does encourage bidders to submit all bid forms with their bids*****

Bid Form 1: Bidder and Contractor Employment Practices Report

This form is designed to provide an evaluation of a bidder's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful bidder does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

Bid Form 2: Authority of Signatory

The authority of the bid signatory must be established. Bid Form 2 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and instructions as to how signature authority is commonly established.

Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton 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 guaranty the contract and its performance are properly secured if the bid is accepted.

Bid Form 4: Bidder Information

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the City of Canton after the receipt of bids.

Bid Form 5: Non-Collusion Affidavit

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided.

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Bid Form 6: Insurance Requirements

The successful bidder will be required to have the required insurance as outlined in Bid Form 6 and should be prepared to submit proof thereof.

All bidders would be well advised to consult their insurance agents as soon as possible so that all questions and concerns can be given due consideration.

Bid Form 7: Affidavit for Foreign Corporations

A successful bidder who is a foreign corporation, (**a corporation not chartered in the State of Ohio**), will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

Bid Form 8: Personal Property Tax Certification (Orc 5719.042)

This form/certification must be retyped on the successful bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

Bid Form 9: Certification – Auditor of the State Of Ohio

This form is used to certify that the bidder does not have outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio.

Bid Form 10: Articles of Incorporation

The successful bidder may be required to submit a copy of the company's articles of incorporation.

Bid Form 11: W9 Tax Form

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

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Bid Form 1: Bidder and Contractor Employment Practices Report

**Bidder and Contractor Employment Practices Report
City of Canton Office of Compliance**

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City’s Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

II. VENDOR OR BIDDER INFORMATION

1. Reporting Status
A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder
4. Name, Address and Telephone Number of Principal Office of Bidder

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed _____

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III. POLICIES AND PRACTICES

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

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or is unable to adopt policy.

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

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IV. EMPLOYMENT DATA

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

MALE:

FEMALE:

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

REMARKS: Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

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

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VI. POLICY STATEMENT

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

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- 3) _____ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

- 4) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.

- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name:

Signature:

Title:

Date of Signing:

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Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton 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 guaranty the contract and its performance are properly secured if the bid is accepted.

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

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

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

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

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

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Bid Form 4: Bidder Information, Page 1

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

a. Name of Bidder _____

b. Business Address _____

_____ City State Zip

c. Business Telephone Number (____) _____

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

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

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

g. Principal place of business _____

h. Federal I.D. Number # _____

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

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Bid Form 4: Page 2

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.

_____	_____
_____	_____
_____	_____
_____	_____

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

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Bid Form 5: Page 2

are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

Affiant

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

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

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Bid Form 6: Insurance Requirements

Insurance Requirements

All successful bidders will be required to possess the following items per the requirements below and should be prepared to submit proof thereof:

- I. Lessee agrees to purchase and keep in full force and effect throughout the duration of this Lease, or any legitimate extension thereof, general liability insurance covering the Leased Premises and parking lot in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

- II. In addition to liability insurance coverage, Lessee agrees to obtain renter's insurance covering its personal property and belongings from any casualty whatsoever including, but not limited to, fire, flood and other peril. Lessee hereby waives all rights it may have against Lessor for any damage to Lessee's personal property and belongings located at the Leased Premises that may arise from any cause whatsoever occurring at the Leased Premises throughout the duration of this Lease or any legitimate extension thereof.

- III. This insurance shall:
 1. include coverage for the liability assumed by Contractor under Item I (Indemnity);
 2. be evidenced by Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for;
 3. not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
 4. include the City of Canton **“as an additionally named insured”** and shall **contain an endorsement by the insurance carrier providing thirty (30) days notice to both the City and insured in the event of any change in coverage under the policy.** No less than thirty (30) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.
 5. include the City of Canton **“as an additionally named insured”** and shall **contain an endorsement by the insurance carrier providing thirty (30) days notice to both the City of Canton and insured in the event of any change in coverage under the policy.** No less than thirty (30) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.

Bid Form 7: Bidder's Affidavit: Foreign Corporation

***Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that _____ is a foreign corporation incorporated in the State of _____, whose principal place of business is _____ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is _____
(name and address)

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

Date

Signed

Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.

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Bid Form 8: Personal Property Tax Certification (ORC 5719.042)

NOTE: The below form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.

Office of the Auditor
City of Canton
218 Cleveland Avenue S.W., 2nd floor
Canton, OH 44702

To Whom It May Concern:

(A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

(C) It is understood that, under Ohio law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Company

Signatory

Secretary

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

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Bid Form 9: Certification: Auditor of the State of Ohio

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

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio as defined

by Ohio Revised Code (ORC) Section 9.24 as of _____.
(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

**Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar & Ice Rink
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Bid Form 10: Articles of Incorporation

Please provide a copy of the company's articles of incorporation. The City of Canton may request this information if it is not provided.

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Bid Form 11: W9

Please provide a copy of your company's W9 tax form.

Section III: City of Canton Income Tax Information

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

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City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

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

Provision 1

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

Provision 2

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

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

(Ord. 238-2015. Passed 11-30-15.)

Section IV: City of Canton Codified Ordinances

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

1. Chapter 105.06 – Minority contract provision.

a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$_____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

(Ord.185-2011. Passed 10-31-11.)

2. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.

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- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

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

(Ord. 238-2015. Passed 11-30-15.)

3. Chapter 182.30 – Contract Provisions

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

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

- b. By entering into contract with the city of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

(Ord. 238-2015. Passed 11-30-15.)

4. Chapter 507.03 – Equal Employment Opportunity clause.

- b. During the performance of this contract, the contractor agrees as follows:
1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
 2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City,

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the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)

Section V: Bid Specifications

SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** The City of Canton is seeking bids for the lease of 215 West Tuscarawas Street for the purpose of establishing and operating a restaurant/snack bar and ice rink.
- 1.2 **Classification:** The successful bidder will lease said space pursuant to all terms and conditions in this bid and the resulting contract. The City may consider other factors (described in the bid specifications below), besides price, in determining the winning bidder.

2.0 APPLICABLE PUBLICATIONS & 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 from November 21, 2018 through September 30, 2023.
- 3.1.3 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.
- 3.1.4 The winning bidder will be responsible to apply for and obtain any and all necessary permits required in order for their business to be compliant with the City of Canton and State of Ohio.

3.2 Operation Requirements

- 3.2.1 The lease will be for the commercial space located at 215 W. Tuscarawas St. Canton, OH 44702, hereinafter referenced as the “Leased Premises.”
- 3.2.2 Operator shall be responsible for making any alterations to the building to accommodate the proposed operation.

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- 3.2.2.1 All improvements attached to the Leased Premises shall be at the sole cost and expense of the successful bidder.
- 3.2.2.2 Plans for any alteration must receive prior approval from the Director of Public Service.
- 3.2.2.3 All repair/alteration work is to be done in accordance with all applicable building codes and permits must be secured from the same. The Leased Premises is zoned B-5 Central Business per the City of Canton Zoning Department. Use of the property may only be utilized for uses permitted in the B-5 Zone.
- 3.2.2.4 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.
- 3.2.2.5 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.
- 3.2.3 Operator shall furnish all equipment necessary for the operation of such a facility. A list of this equipment must be provided to the City.
- 3.2.4 Operator will be responsible for operating/managing the ice rink skate rentals for the ice rink located adjacent to the Leased Premises during the winter months that the rink is in operation.
 - 3.2.4.1 Funds collected from ice skate rentals will be submitted to the Canton Mayor's Office per their specifications.
 - 3.2.4.2 It is intended, weather permitting, that the hours of operation for the ice rink be as follows:
 - Sundays: 12:00 Noon – 6:00 PM
 - Mondays: 10:00 AM – 7:00 PM
 - Tuesdays: 10:00 AM – 7:00 PM
 - Wednesdays: 10:00 AM – 7:00 PM
 - Thursdays: 10:00 AM – 7:00 PM
 - Fridays: 10:00 AM – 8:00 PM
 - Saturdays: 10:00 AM – 8:00 PM
- 3.2.5 Health, Sanitation and Safety
 - 3.2.5.1 Operator shall be responsible for operating in compliance with all applicable health regulations.

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3.2.5.2 Operator shall keep the premises clean, neat, orderly, safe and sanitary at all times.

3.2.5.3 Operator shall provide for the proper handling and disposal of garbage, trash and other refuse.

3.2.6 Maintenance and Operations

3.2.6.1 Operator shall be responsible for all day-to-day interior cleaning and maintenance of the physical facility, including food service areas and restrooms.

3.2.6.2 The City will be responsible for exterior maintenance, including landscaping and walkways.

3.2.6.3 Operator shall keep the interior portions and installations in good repair and working order.

3.2.7 Major maintenance repairs necessary to the building proper will be the responsibility of the City of Canton as long as said repair is not due to the fault of the Lessee. If the actions and building use of the Lessee result in the need for a repair to the building proper, said repair will be the responsibility of the Lessee.

3.2.8 The Operator shall be responsible for an additional monthly comprehensive utility fee in the amount of \$525.00. This shall be in addition to the monthly bid rent.

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.

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- 3.3.4 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.
- 3.3.5 Lessee must provide proof of all applicable licenses required by law or requested by the City of Canton for its proposed operation.
- 3.3.6 Lessee shall use the Leased Premises in a manner consistent with its current use and for no other purpose. Lessee shall not use the Leased Premises for any unlawful purpose or for any purpose that will create a nuisance at the Leased Premises. Lessee agrees, at its sole expense, to comply with all laws, orders and regulations of federal, state, county and municipal authorities applicable to the Lessee's business and use of the Leased Premises.
- 3.3.7 Lessee shall be responsible for any damage to the Leased Premises caused by any negligent or intentional act of Lessee or its agents, employees, invitees, etc. Further, Lessee shall not do or commit to be done any act or thing upon the Leased Premises which would jeopardize the ability of Lessee and/or Lessor to obtain insurance coverage on the Leased Premises.
- 3.3.8 Quiet Enjoyment: Lessee shall peaceably and quietly have, hold, occupy, possess and enjoy the Leased Premises during the lease term, or any legitimate extension thereof, provided, however, that Lessee promptly pays the rental due and keeps, observes and performs all of the terms and conditions as set forth in this Lease.
- 3.3.9 Termination: Lessee will deliver and surrender to Lessor possession of the Leased Premises upon the expiration of this Lease, or any legitimate extension thereof, in as a good condition and repair as the Lessee received the Leased Premises at the initial commencement of this Lease, normal wear and tear excepted. In addition, Lessee shall deliver all keys to the Leased Premises to the Lessor at the time of such surrender.
- 3.3.10 Damage to Premises: If the Leased Premises shall, during the term of this Lease Agreement or any extension hereof, be damaged or destroyed by fire or any other cause whatsoever, both the Lessee and the Lessor may cancel said lease at any time. The intent to cancel must be indicated in writing within thirty (30) days of the damage or destruction.
- 3.3.11 Mechanic's Liens: Lessee agrees not to do, and shall not permit to be done, any act or thing to create any mechanic's or materialmen's liens or claim for lien to be placed on the Leased Premises, and Lessee, for itself, its successors and assigns, and its contractors, subcontractors, materialmen and all persons whosoever, hereby waives and disclaims any and all claims and all rights to any mechanic's lien for work, labor or materials for the furnishing or doing of any matter or thing permitted or required by law, ordinances, or regulations or by the terms of this Agreement or otherwise and Lessee shall indemnify and hold harmless Lessor and

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its successors and/or assigns from any and all liabilities, damages and claims arising from any such liens. Any such liens placed on the Leased Premises shall be immediately discharged by Lessee, or Lessee may post a bond with Lessor in a form approved by Lessor for the full amount of the lien.

- 3.3.12 Default: In the event that Lessee shall fail or neglect to keep, perform and observe Lessee's obligations under the terms of this Lease or any legitimate extension thereof and such default shall not have been cured within thirty (30) days after the date of such default, then in such event the Lessor may exercise all remedies available to Lessor at law or equity; provided, however, that if the default involves the non-payment of rent, in such event the period to cure shall be fifteen (15) days.

In the event that Lessor shall fail or neglect to keep, perform and observe Lessor's obligations under the terms of this Lease and such default shall not have been cured within thirty (30) days after the date of such default, then in such event the Lessee may exercise all remedies available to Lessee at law or equity.

- 3.4 If it is determined that the Lessee has violated any federal, state, or local law, the Lessor reserves the right to immediately terminate the lease.

4.0 INSPECTIONS AND TESTING

- 4.1 Bidders shall have the opportunity to inspect the premises both during the bid process and prior to accepting the award of the contract. Contact Cliff Graves at cliff.graves@cantonohio.gov if you would like to set up a time for viewing.
- 4.2 At any time during the term of the Lease, the City of Canton shall have access to the premises for purposes of inspection. The Lessee shall permit the City of Canton access to the property for inspection or repairs at all times requested by the City of Canton. Unless otherwise agreed upon in advance, the City of Canton will give twenty-four (24) hours notice for these inspections and/or repairs unless there is an emergency. The Lessor shall have immediate access to the Leased Premises in said emergency situations.

5.0 BILLING AND INVOICING

5.1 Rent

- 5.1.1 Lessee shall pay all rent as bid to the Lessor on a monthly basis.

- 5.1.2 Rent is due on the first day of every month. In the event that rent payments are greater than ten (10) days late, Lessee shall pay a late payment fee equal to 10% of the late rent payment.

6.0 NOTES AND INSTRUCTIONS

- 6.1 Prospective bidders will take notice that the City of Canton will award the contract to the highest bidder who is able to meet all of the desired outcomes and listed requirements contained herein.
- 6.2 The City of Canton, through the Board of Control, reserves the right to accept or reject any and all bid proposals or parts of the proposals. In awarding the contract, the City reserves the right to consider among other factors in determining the highest and best bid: 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.
- 6.3 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 highest bid proposal. The City further reserves the right to waive any irregularities in a proposal which are not material to the bidding process.
- 6.4 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:
 - 6.4.1 Material breach of any provision of the Agreement, not remedied within ten (10) days after notice.
 - 6.4.2 Operator abandons or discontinues the operation.
 - 6.4.3 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.
 - 6.4.4 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.
 - 6.4.5 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.

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- 6.4.6 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 by 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.
- 6.4.7 The Operator shall surrender all keys and all City property to the City of Canton immediately upon termination of the contract.
- 6.5 The City shall have the right, upon fifteen (15) days written notice to the Operator to cancel the contract in its entirety if the following event occurs:
 - 6.5.1 Violation of any local, state or federal law or regulation
- 6.6 Questions and Addenda
 - 6.6.1 All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
 - 6.6.2 All questions should be directed to:
Katie Wise
City of Canton Purchasing Department
Email: kathryn.wise@cantonohio.gov
 - 6.6.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.
 - 6.6.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.7 Proposal Page Instructions:
 - 6.7.1 Bidders are required to fill out the proposal page completely. Failure to do so may result in your bid being disqualified.
 - 6.7.2 Bidders shall provide per year lease amounts on the proposal page for each of the years covered by the agreement. Years four (4) and five (5) are optional years

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that can be exercised through mutual agreement of both parties.

- 6.8 Please be advised that when you submit a bid to the City of Canton, it will be assumed that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
- 6.9 Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Katie Wise, Assistant Director of Purchasing at kathryn.wise@cantonohio.gov. If there is no withdrawal of the bid, in accordance to this procedure, the City of Canton reserves the right to enforce said bid prices(s) and/or contract(s).
- 6.10 If a bidder attempts to alter any of the terms and/or conditions of these bid specifications or the proposal page, the City of Canton may reject said bid.
- 6.11 The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.

Section VI: Proposal and Signature Pages

Proposal Page

Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar

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

Item #	Description	Unit	Total Price (In Figures)	Total Price (In Words)
1	Lease Amount	Month		

Addenda Acknowledgement

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

Addenda Number(s) _____

**Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar & Ice Rink
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Signature Page

**Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar
and Ice Rink**

To the Director of Public Service:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to **Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar and Ice Rink** pursuant to all terms and conditions outlined herein and required by the City of Canton Law Department in the resulting contract.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder herewith encloses a _____ **(Bid Bond, Certified/Cashier's Check)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract _____ will enter into contract therefore, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City.

The bidder acknowledges receipt of Addenda Numbers: _____

SIGNATURE OF BIDDER: _____

NOTE: If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Please have this page Notarized.